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ABSTRACT

This document presents the agreement between the County of Nassau and the Community College Faculty Senate. The agreement covers definitions, the faculty senate, work year, work week, work day, student advisement, maternity leave, sabbatical leave, leave of absence, outside activities and parttime employment, class size, overload, vacations, holidays, personal leave, sick leave, termination pay, health insurance, dental plan, life and disability insurance, salaries, retirement, grievance procedures, management rights, new employees, printing of agreement, termination for financial reasons, discontinuance of service, promotion quotas, minisemester, contract term, and civil service law. Appendices cover faculty code and academic senate by laws. (MJM)

New York NCA/AF
2 year

ED 087322

THE FACULTY HANDBOOK

U.S. DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

HE 005 735

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

The Faculty Senate of Nassau Community College, having petitioned this Board for recognition and certification as the duly authorized employee organization to represent the public employees of the County of Nassau, in the unit hereinafter set forth, for the purpose of negotiating collectively on behalf of such employees with the County of Nassau, as the public employer, in the determination of their terms and conditions of employment and the administration of grievances arising thereunder, and

The Board, upon due consideration of such petition as well as of all of the facts and evidence submitted in the course of a full hearing, conducted pursuant to Section VIII of the Rules of Procedure of this Board, and the findings and recommendations of the Hearing Officer made in connection therewith, having determined,

a) the Faculty Senate of Nassau Community College to be an employee organization within the meaning of Article 14, Section 201, of the Civil Service Law, and Nassau County Ordinance NO. 228/1967, as amended, and

b) the said employee organization to be qualified under all of the standards set forth in Section 207, of this the aforesaid Article 14, and Nassau County Ordinance 228/1967, as amended, for the determination of representation status, and

c) the unit of employees contended for to be an appropriate one, and

the Board, having further determined, on all of the evidence submitted in behalf of the petitioner employee organization, that such proof was insufficient to permit of certification without an election and for such reason and pursuant to Section VI of its Rules of Procedure, ordered that such an election be held under the direction and supervision of the American Arbitration Association, as the authorized agent of the Board for such purpose, and

The said election having been held and the American Arbitration Association having certified the following results:

Faculty

Faculty Senate of Nassau Community College	156
United Federation of College Teachers (UFCT)	127
Neither	10
Void (Signed Ballot)	1
Challenged	19

There having been no objections filed as to conduct of the aforesaid elections and the time for such filing having expired under the provisions of Section VI of the Rules of Procedure,

Now, therefore, pursuant to the authority Vested in the Board by the Public Employees' Fair Employment Act, and Ordinance No. 228/1967, of the Board of Supervisors of the County of Nassau, as amended;

IT IS HEREBY CERTIFIED THAT

THE FACULTY SENATE OF NASSAU COMMUNITY COLLEGE has been designated and selected by a majority of the employees of the above named public employer, in the unit specifically described below, as their representative for the purpose of collective negotiations and the settlement of grievances:

UNIT: All faculty staff personnel in the following categories:

Professor
Associate Professor
Assistant Professor
Instructor
Assistant Instructor
Library Staff
Technical Assistant
Laboratory Assistant
Administrative Assistant
Evening Division Coordinator
Evening Division Counselor
Production Designer - Theatre
Technical Director - Theatre
Stage Manager - Theatre
Assistant Director of Counseling, Testing and Advisement
Assistant Counselor
Counselors
Senior Counselors
Assistant Registrar

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

THE FACULTY SENATE OF NASSAU COMMUNITY COLLEGE and if agreement is reached with regard to the terms and conditions of employment, and the determination and administration of grievances, such agreement shall be reduced to writing.

Dated this 26 day of November, 1968, at Mineola, New York.

On behalf of the
Public Employment Relations Board

Milton Friedman
Chairman

Leonard Cooper
Member

Edwin Pegnell, Jr.
Member

Preamble:

This agreement seeks to assure the orderly and uninterrupted operation of Nassau Community College by maintaining a harmonious relationship between the County of Nassau, as sponsor of Nassau Community College, and the Faculty at Nassau Community College.

Therefore, the COUNTY OF NASSAU, the sponsor of the College, and the NASSAU COMMUNITY COLLEGE FACULTY SENATE, having duly been certified to represent the negotiating unit herein, in consideration of the mutual promises and obligations herein assumed, have entered into this agreement this day of 1972.

In consideration of the terms and conditions herein agreed to, the Faculty Senate of Nassau Community College, as the duly certified representative organization, does hereby affirm that it does not and shall not, during the term of this agreement, assert the right to strike against the County of Nassau, as the employer of the persons represented by the said Faculty Senate of Nassau Community College, nor shall the Faculty Senate of Nassau Community College assist or participate in any strike or other concerted stoppage of work or slowdown, or impose upon any person represented by it an obligation to conduct, assist or participate in any such strike, or cause, instigate, encourage or condone any such strike.

1. Definitions:

For the purpose of this agreement, the following definitions shall apply:

a. "Faculty Senate" means the Faculty Senate of Nassau Community College, the certified bargaining organization.

b. "Academic Senate" means that association of full-time professional employees of Nassau Community College defined in the attached faculty code.

c. "Teaching Faculty" means all employees employed for an academic year composed of not more than two regular semesters.

d. "Non-teaching Faculty" means those employees holding academic rank who are employed on a twelve-month or work year basis.

e. "Professional Faculty" means all employees without academic rank working on a twelve-month work year basis.

f. "Semester" shall be defined by the State University of the State of New York but shall in no event exceed fifteen weeks of classroom instruction exclusive of examinations and registration. Semester shall be referred to as the "fall" or "spring" semester.

g. "County" means the County of Nassau.

h. "Employee" means an individual who is in the negotiating unit established by the Nassau County Public Employment Relations Board. Department Chairmen are not presently included in the negotiating unit. (See attached

letter of County Attorney Joseph Jaspan, dated January 21, 1972, Exhibit "A", regarding Department Chairmen.)

i. "Grievance" means any complaint or dispute between parties hereto and agents of the parties or any faculty member or group of faculty members based on any event or condition affecting their terms and conditions of employment or the meaning, interpretation or application of this agreement. It shall not include matters relative to faculty member which are reviewable under the by-laws of the Academic Senate.

j. "PERB" means the Nassau County Public Employment Relations Board.

k. "Faculty Code" means the agreement attached hereto as Appendix "A" and included in this agreement by reference. The provisions of the Code shall remain in effect for the life of this agreement.

l. "Work year" for non-teaching and professional faculty shall be from September 1 to the following August 31.

m. "Academic Calendar" shall mean that calendar approved by the Academic Senate pursuant to the terms and conditions of this agreement.

n. "Contact hour" means fifty (50) minutes of actual classroom instruction.

2. The Faculty Senate:

The Faculty Senate has been duly certified as the representative of the negotiating unit by an order of PERB dated November 26, 1968, as the exclusive and unchallenged negotiating representative for collective negotiations with respect to rates of pay, salaries, hours, grievances and other terms and conditions of employment for all of its employees in the negotiating unit for the period of this agreement. During the period of this agreement, the County of Nassau agrees not to negotiate or recognize any other organization representing or claiming to represent employees within the employer-employee negotiating unit, as defined by Nassau County PERB. It is understood and agreed that the Faculty Senate currently has a petition pending before PERB asking PERB to recognize an affiliation between the Faculty Senate and the United Federation of College Teachers (U.F.C.T.). The County agrees, at such time as PERB may grant said petition, to amend this agreement to recognize said affiliation. The County agrees to deduct from the salaries of the members of the bargaining unit dues for the Faculty Senate and transmit the moneys, together with a report of deductions, to the Treasurer of the Faculty Senate. However, no dues deduction shall be made until the Senate has provided the County with a dues authorization signed by the employee on the form attached hereto and made a part hereof as Schedule B. The Faculty Senate shall certify to the County, in writing, the current rate of its membership dues. The County

agrees that it will not accord dues deductions or similar check-off rights to any other organization representing or purporting to represent employees in the negotiating unit, as defined by PERB. Authorizations shall take effect fifteen days after receipt of same by the Comptroller.

No academic faculty or professional faculty member may be reclassified or transferred to a position not included within the titles and classifications certified by the Nassau County PERB without his knowledge and written consent.

The Faculty Senate shall be provided with an office, intra-college phone service, and unrestricted intra-college mail service.

One faculty member shall act as contract administrator and shall have release time for one 3 or 4 hour course per semester, as the case may be. During the final year of this contract, two additional persons shall be released from the obligation to teach one course apiece of three or four hours during the spring semester so that they may conduct contract negotiations. If the contract administrator or either of the two negotiators referred to herein are members of the non-teaching or professional faculty, their release time shall be computed on the basis of two for one.

3. (A) Work Year:

Teaching faculty appointments are normally for nine and one-half months, not exceeding two regular semesters. In no case, however, is the work year to exceed ten months.

Each teaching faculty member, except new appointments, shall normally know his class schedule one month prior to the first day of classes of the new semester, but in no event less than two weeks before the first day of classes, except for class assignment changes approved by the Departmental Personnel and Budget Committee.

Teaching faculty members are not normally required to be on campus prior to the day after Labor Day.

Academic responsibilities of the faculty to the College and the department shall include attendance at necessary and regularly scheduled College and departmental meetings and at registration. The duties and responsibilities of teaching faculty members shall also include student advisement. All teaching faculty will be expected to meet these responsibilities during inter-session as well as the period prior to the start of classes in September and between final examinations and the end of the academic year. Actual work schedules during these special periods will be determined by the respective department chairmen and the department P & B Committee. However, 30% of the members of the department must be available for daily assignment.

Attendance at commencement exercises and other college-sponsored functions is not mandatory. However, at least 60% of the faculty of each department are expected to be in attendance. Faculty attending functions at Nassau Community

College for which academic attire is required shall have said attire furnished by the College at no charge.

(B) Work Week:

Each teaching faculty member shall be assigned a teaching schedule each regular semester made up of 15 or 16 contact hours each week. No teaching faculty member, however, can be required to teach more than an average of 15 contact hours per week during any one school year.

Provided that notice in writing is given to the appropriate department chairman or, in the event the Department Chairmanship is vacant and there is no Acting Chairman, then to the Dean of Instruction, at least two months prior to the commencement of the school semester, up to one-third of the members of the teaching faculty may elect to teach only 12 contact hours that semester. The salary of each member of the teaching faculty electing to teach only 12 contact hours shall be reduced by a sum equal to five (5%) percent of his annual salary then in effect for each semester in which such an election is made, but any employee who elects to work a twelve contact hour program shall in no event earn less than the amount of his basic wage plus any advanced study differential as of August 31, 1971.

If more than one-third of the teaching faculty elects in writing to teach only 12 contact hours, then, and in that event, an order of priority will be developed by the Faculty Senate and the College Administration under which only one-third

of the teaching faculty in any one semester will be allowed to work a 12 contact hour schedule.

The election to teach 12 contact hours above referred to may not be made by teaching faculty members in departments which would be rendered incapable of operation by said election or where such election would cause the violation of any contract with the federal or state governments.

In the event that the Legislature of the State of New York shall enact any law which mandates a schedule of fixed hours or provides for the withholding of funds or loss of state aid in the event those hours are not assigned, then this contract shall be deemed amended to comply with the provisions of the statute to the extent that the same are effective with respect thereto.

The College may employ either full-time or part-time instructors to teach classes made available by reduced teaching assignments as provided above. In the case of part-time instructors being hired, payment shall be made at the established overload rate. A Department's total offerings shall not be reduced because of the election to teach only 12 contact hour programs by its members.

Members of the English Department shall be deemed to be teaching 15 hours if they teach in accordance with the Fall Semester 1971-1972 Academic Year Program, which includes three

seminar hours. In no event, however, will teaching faculty in the English Department be allowed to teach less than 12 contact hours of classroom instruction.

Room assignments and departmental time schedules will follow the procedure outlined by the Dean of Instruction. Within the individual departments, courses will be assigned on the basis of seniority or any other method agreed to by the members of the department. The number of different instructional preparations each semester shall be kept to a minimum and not normally exceed three (3).

In addition to classroom hours, each teaching faculty member will be required to post five (5) office hours per week during the weeks of each semester in which registration is held. During the remaining weeks of each semester, the teaching faculty member will be required to post not less than two and one-half (2-1/2) clock hours per week as office hours. Teaching faculty shall also schedule an average of five (5) hours per week to satisfy their academic responsibilities to the College and the department.

Teaching schedules shall be worked out by the appropriate committee and the chairman in each department, and then will be submitted to the Office of the Dean of Instruction. Wherever possible, said schedules shall provide for a compact work week of four days, except on application of the individual faculty member to the Executive Committee of the Faculty Senate and the Departmental P & B Committee.

Whenever possible, time will be provided to teaching faculty in the normal work week for professional development. Teaching faculty would not, however, be excused from any formal commitment to the College. However, in the absence of any formal commitment, they would be free to pursue activities that would advance the College's and their academic growth, which activities shall not include teaching full time at any other college or university.

Non-teaching and professional faculty shall be provided a period not to exceed 10 working days in any work year, which may not be accumulated and carried forward, to undertake a program of formal or informal professional development. The non-teaching or professional faculty member shall submit an outline of his proposed professional leave program to his supervising dean or director, who shall approve said program subject to the needs for coverage in each department or area.

(C) Work Day:

Although all teaching faculty and normally required to be available for assignment each day during the academic year between the hours of 8:00 A.M. and 5:30 P.M., this does not mean that they must be on campus between the aforementioned hours.

Teaching assignments shall normally be compact, not usually extending in any one day for longer than five (5) hours.

The normal working day for non-teaching and professional faculty is 9:00 A.M. to 4:45 P.M., Monday through Friday, with an hour for lunch. Variation of working schedule is at the discretion of the supervisor.

(D) Student Advisement:

Student advisement for teaching faculty shall be equal to the total student body divided by the total number of teaching faculty. This advisement shall be purely academic in nature.

(E) Maternity Leave:

Upon application by a faculty member expecting a child, and with the recommendation of the Dean of Instruction or other appropriate Dean or Director, the President will grant a person a leave of absence without pay, until one year after the birth of the child. However, with the approval of the President, a person granted maternity leave may return to service at an earlier date upon her request.

At the request of the person involved and after receiving the recommendation of the President, the Board of Trustees may grant one additional extension of such a leave of absence.

(F) Sabbatical Leave:

The concept of sabbatical leave and the procedure for granting such leave are covered in the Faculty Code. Grants of subbatical leave, however, will depend upon the availability of funds, the ability of the individual departments to maintain their necessary schedules by providing the temporary replacements, and will not exceed seven and one-half (7-1/2%) per cent of the faculty in any year.

The College and County shall not be obligated to grant any sabbatical leaves if same are either prohibited by statute or if the County will lose state aid for said sabbatical leaves if it grants same.

(G) Leave of Absence:

Professional leave is a leave of absence without pay to study, conduct research, travel in connection with study or research, or to hold a temporary appointment which will enhance the professional training and standing of the faculty member and consequently increase his service to the College. Such leaves will be granted on recommendation of the Department Chairman and/or appropriate Dean or Director, with the approval of the President. Military service shall constitute professional leave. No salary will be paid by the College during any such leave.

(H) Outside Activities and Part-time Employment:

The College recognizes an obligation to make available to the community the professional competence and technical knowledge of the faculty members. The potential value of such outside employment to the faculty and College is recognized.

Full-time employment by Nassau Community College shall be considered the basic employment of the individual and he shall limit other compensated professional activity so as not to impair his educational effectiveness. In the event there appears to be a conflict, the Department Chairman, in conjunction with the Departmental Personnel and Budget Committee, shall attempt to reconcile the conflict. If it cannot be resolved at this level, it becomes a subject for grievance procedure.

4. Class Size:

A. The college-wide student/faculty ratio obtained in the 1971-72 budget (21.1) shall prevail during the life of this contract.

B. The average class size maximum, as determined by the 1969-70 collective bargaining agreement between the parties hereto, shall also be maintained. A class with a maximum enrollment of 30 or below will not be increased by more than one and classes with a maximum of 31 or above will not be increased by more than two.

C. If a department elects to offer a new course or program whose enrollment is to be kept at a low figure, that department must bear the burden for this action by increasing the enrollment of its other courses approximately such that the 1971-72 budgeted average student/faculty ratio for that department is maintained.

D. The budgeted departmental student/faculty ratios in the 1971-72 budget, as indicated in Schedule "B" attached hereto, shall be maintained. The term "faculty", as used in these student/faculty ratios, shall only include teaching faculty and department chairmen.

E. In the event a new department is organized at the request of the administration, the cost of such department will not be borne by the changing of present department student/faculty ratios.

5. Overload:

a. During each of the Fall and Spring Semesters, the maximum overload for a full-time faculty member teaching 15 contact hours will be either: (1) two courses for a total of six to eight contact hours; or (2) one course for six or more contact hours.

b. During each of the Fall and Spring Semesters, the maximum overload for the full-time faculty member who elects to teach only 12 contact hours shall be one course consisting of either three or four contact hours, whichever is applicable

In the event that there is no available course within the department other than a six contact hour course, then the faculty member may teach that six contact hour course, notwithstanding the fact that he is only teaching 12 contact hours on a regular basis; provided, however, that he may not teach any additional time on an overload basis during the other portion of that academic year.

c. Full-time teaching faculty members (irrespective of regular teaching load) will be permitted to teach either: (1) two courses for a total of six to eight contact hours in each of two summer sessions; or (2) one course for six or more contact hours in each of two summer sessions.

d. Eighteen contact hours in any one fiscal year shall be the normal maximum overload for any full-time faculty member except: (1) a faculty member may teach a single course for six or more credits in each of three sessions; or (2) in unusual circumstances and with the approval of both his department chairman and the appropriate dean, may teach in four sessions.

e. Under special circumstances, other than those specified above, with the recommendations of the department chairman and the appropriate dean, and with the approval of the president, the overload provisions may be waived for a faculty member.

If a part-time student-related (non-clerical or supervisory) position is available in the evening division, a qualified member of the faculty may hold that position, but the compensation will be based on a per-hour worked basis. The rate of compensation will be 1/33 of base week salary for the position performed. Part-time non-teaching faculty positions are limited to 20 hours per week.

f. Non-teaching faculty or professional faculty who are requested by their supervisory dean or administrator to work in addition to their normal work schedule will be compensated at overload rates.

6. Vacations - Non-teaching Faculty:

All non-teaching and professional faculty members will be entitled to twenty-six working days vacation, five of which must be taken during the winter and/or spring recesses.

Vacations are based on the work year. Employees starting after September 1st are entitled to a reduced vacation and on a pro-rated basis. Vacation may be accrued up to forty days.

Vacations must be scheduled to minimize departmental interruptions. Non-teaching and professional faculty holding student-related positions should schedule vacations and personal leaves to coincide with academic holidays or during periods of reduced student activity. All vacations are subject to approval of the supervising dean or director.

7. Holidays:

The number and names of the holidays for members of the faculty will vary from year to year, depending on the administrative and academic calendars.

The academic calendar shall be published and shall indicate College holidays as well as the winter and spring recesses for the teaching members of the faculty.

Non-teaching and professional faculty will have the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

There will be five additional paid holidays to be announced by the president at the start of each "work year". These holidays will provide the necessary flexibility to relate the administrative calendar to the academic calendar.

8. Personal Leave:

Each work year, non-teaching and professional faculty members will be entitled to no more than five days personal leave, which may not be accumulated.

9. Sick Leave:

Sick leave with pay will accumulate at the rate of one-half day for each bi-weekly pay period up to 150 working days in the case of teaching faculty, and 170 working days in the case of non-teaching and professional faculty. The accumulation begins with the first day of employment at the College.

In the case of the absence of teaching faculty, classes will be cancelled or covered internally up to three teaching days per semester due to faculty illness. If class is cancelled or covered and compensated, sick leave will be charged. If class is covered internally, sick leave will not be charged. It shall be the responsibility of the chairman to hire substitutes. Class coverage due to faculty illness shall be compensated by the College at the prevailing overload rates.

Class coverage by a full-time teaching faculty member for an absent member shall be wholly voluntary and, if coverage is in excess of the three-day allowance, will be compensated by the College at the prevailing overload rates. No one shall be penalized for refusing to cover another faculty member's classes.

10. Termination Pay:

A teaching faculty member or his legal representative, upon termination of service, shall receive a cash payment for the monetary value of 25% of his accumulated but unused sick leave at the time of such termination, up to a maximum of 13 days pay.

A non-teaching or professional faculty member or his legal representative, upon termination of service, shall receive a cash payment for the monetary value of his accumulated but unused vacation time, plus 25% of his sick time accumulated but unused at the time of such termination, not to exceed a total payment, however, equal to 50 days pay.

11. Health Insurance:

The County shall fully pay the health insurance premiums of the employees under the three existing health insurance programs now offered by Nassau Community College. In the event that during the term of this agreement, the CSEA negotiates any improvement in the current health plan which shall be effective during the term of this contract, then this agreement shall be deemed modified with respect to the health plan as of the effective date of the CSEA agreement.

12. Dental Plan:

The County shall continue to contribute $100 annually per employee, pro-rated on a monthly basis, toward the cost of a dental insurance plan actually chosen by the employee group. In the event that the CSEA and the County negotiate any improvement in their dental insurance plan during the term of this agreement, then and in that event, this agreement shall be deemed to be modified on that date as to said benefit, which may be allotted in cash at the employees' group option.

13. Life and Disability Insurance:

The County will provide a check-off for the payment of premiums for group life and disability insurance plans that are to be selected and completely paid for by the employees. If life insurance benefits are granted to CSEA members during the term of this agreement, then and in that event, this agreement shall be deemed modified so as to include said life insurance benefits for all employees covered under this agreement as of the effective date of the CSEA agreement.

14. Salaries:

A. Teaching Faculty

(1) Each teaching faculty member shall receive a lump sum payment equal to the dollar amount he would have received had he been granted a normal increment based upon the schedule in effect on August 31, 1971, for the period from October 15, 1971, to November 16, 1971, inclusive.

(2) Effective November 17, 1971, and for a period of one year thereafter, the effective salary shall be in accordance with the schedule attached hereto and identified by the letter "C". In determining the schedule to be applied to the individual member of the teaching faculty, it shall be the rank and step in effect on August 31, 1971, unless an individual has been promoted.

(3) Effective November 17, 1972, salaries for the teaching faculty will be further increased in accordance with the aforementioned schedule applicable to the same rank and step unless an individual has been promoted. This increase shall remain in effect until August 31, 1973.

(4) On September 1, 1973, each member of the teaching faculty shall then move ahead one step in his rank, as per schedule "C", and shall receive the salary determined by said schedule for the period commencing on September 1, 1973, and ending August 31, 1974, unless he has been promoted.

(5) The annual salary of a member of the teaching faculty shall be adjusted in recognition of his advanced study as follows:

a) Faculty members, except full professors, holding a Master's Degree plus 30 credits, shall be entitled to $400.00

b) An employee holding an earned Doctorate Degree shall be entitled to $650.00

c) In no event shall the total annual advance study differential exceed $650.00

(6) A minimum yearly salary increase as a result of a promotion shall be $150.00 beyond what said employee would have received had he not been promoted.

B. Non-teaching Faculty

(1) Each non-teaching and professional faculty member shall receive a lump sum payment equal to the dollar amount he would have received had he been granted a normal increment based upon the schedule in effect on August 31, 1971, for the period from October 15, 1971, to November 16, 1971, inclusive.

(2) Effective November 17, 1971, and for a period of one year thereafter, the effective salary shall be in accordance with the schedule attached hereto and identified

by the letter "D". In determining the schedule to be applied to any member of the non-teaching faculty, it shall be the grade and step in effect on August 31, 1971.

(3) Effective November 17, 1972, salaries will be further increased in accordance with the aforementioned schedule applicable to the same grade and step. That increase shall remain in effect until August 31, 1973.

(4) Effective September 1, 1973, each member of the non-teaching and professional faculty shall then move ahead one step in his grade, as per the aforementioned schedule, and shall receive the salary determined by said schedule for the period ending August 31, 1973.

(5) Faculty in Student Personnel Services and the Library, Grade P-3 and above, shall be assigned academic rank as follows: P-3 Instructor, P-4 and P-5 Assistant Professor, and P-6 Associate Professor, in lieu of their existing P grades, except that a faculty member who has a grade of P-3 with tenure and four years' service shall be an Assistant Professor.

All professional faculty shall be paid as per schedule D and continue on their present 12-month work year. Faculty in Student Personnel Services and Library shall have their time in P rank counted toward eligibility for promotion in academic rank according to the following schedule: P-3 100% credit for time in P rank toward Assistant Professor only, P-4 and P-5 75% credit for time in P rank, and P-6 50% credit

for time in P rank.

Procedures for promotion of non-teaching faculty shall follow those in effect for the teaching faculty. At the time of their promotion, they shall be placed in the next highest academic rank at the proper step of the academic salary plan in accordance with promotion provisions of this contract and the faculty code.

(6) Non-teaching and professional faculty shall work 33-3/4 hours per week within a schedule to be developed in accordance with contract provisions.

15. Retirement:

Full-time faculty is required to select one of the three retirement plans, TIAA-CREF, New York State Teachers Retirement Plan, or New York State Employees Retirement Plans.

Retirement is to take place under ordinary circumstances at age sixty-five. It is the policy to relieve individuals of all administrative assignments at the end of the term following their 65th birthday. The president is authorized in exceptional cases to continue appointment of a faculty member on a year to year basis after age 65 until age 70.

16. Grievance Procedures:

(A) Every employee shall have the right to present his or her grievance in accordance with the procedures described herein, containing the steps set forth below, with or without a representative of the Faculty Senate, free from interference, coercion, restraint, discrimination or reprisal.

(B) There shall be a three-man Grievance Board, one member to be selected by the College administration, one member selected by the Faculty Senate, and both shall choose a third member. Members of the Grievance Board shall serve 1 year terms, and may be reappointed to the Board.

Step I: An employee who feels he has been aggrieved must file within six months of the date of the alleged grievance a notice of grievance with the Nassau Community College Grievance Board. The grievant may orally present his grievance to his immediate superior who is not a member of the negotiating unit within one year of the date of the alleged grievance. The superior shall consider the matter and attempt to resolve the grievance to the mutual satisfaction of the parties and, within ten working days thereafter, make a determination in writing and advise the grievant of the decision.

Step II: If a grievance is not satisfactorily adjusted in Step I, the grievant may present the matter to the Supervising Dean or Director within 10 working days of receipt of the decisions from Step I. The Dean or Director or his designated representative shall make his determination within ten working days after the matter is presented to him and after appropriate consultation with any or all parties to the grievance; provided, however, that if the employee has not requested that a

negotiating unit representative of the Faculty Senate present the matter on his behalf, no such determination shall be made without two days prior notification of the grievance by the Supervising Dean or Director or his designated representative to the Faculty Senate. This step shall be omitted if the Supervising Dean or Director is the immediate superior referred to in Step I.

Step III: The grievant may appeal the decision made under Step II to the Nassau Community College Grievance Board within five days after receipt of such decision. The procedure for the processing of the grievance before the College Grievance Board shall be as set forth by the rules and regulations of such Board. The Grievance Board shall issue a written decision within 20 working days from the date hearings are concluded. The determination of the Grievance Board shall provide for retroactive pay in the event that the County is ultimately determined to be wrong in a matter involving loss of pay and shall be retroactive as to seniority in a matter where the County was wrong as to seniority.

Step IV: (a) Copies of decision of the Grievance Board are to be given to the grievant, the Board of Trustees, the President of the Faculty Senate and the County Executive.

(b) If there is no objection from the decision of the Grievance Board raised by any of the parties, the decision of the Board shall stand.

(c) Any objection to the decision raised by any of the parties must be communicated to the Grievance Board within ten days.

(d) If an objection is raised by the Board of Trustees, their objection shall be transmitted to the County Executive, the Faculty Senate and the grievant within one week after its meeting.

(e) Any objection raised by the grievant or Faculty Senate shall also be transmitted to the County Executive, who shall make a final and binding decision within ten days after receiving an objection.

(C) This grievance procedure shall not be used to adjust a complaint where:

1. The law establishes and requires a specific procedure and method of redress inconsistent with the procedures herein established, or

2. The Board is without authority to act.

(D) Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

(E) Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

(F) Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal.

(G) For the purpose of grievance procedures, the term "day" means working day.

(H) Conferences and hearings held under the procedure provided herein shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present at such conference or hearing to attend. When such conference or hearing is held during working hours, all individuals necessary for the conference or hearing shall be excused without loss of pay for that purpose.

(I) Grievances shall be recorded on the standard grievance form as provided in Schedule E attached hereto.

17. Management Rights:

Except as expressly limited by the terms and provisions of this agreement and/or the faculty code, the Board of Supervisors, the Board of Trustees and the College administration retain all of the authority, rights and

responsibilities given them by law to manage and operate the College.

18. New Employees:

The Faculty Senate shall be supplied with a list of the names and addresses of all new employees whose classifications are included in the certification of the County PERB dated 11/26/68.

19. Printing of Agreements:

The County will provide each member of the Negotiating Unit with a printed document which shall only consist of a copy of this agreement, the faculty code and the by-laws of the Academic Senate and amendments thereto. That document shall be entitled The Faculty Handbook and shall supersede all previous documents with that title.

20. Termination for Financial Reasons:

If the services of a faculty member shall be terminated for budgetary reasons, notice of termination shall be given to the faculty member as follows:

(a) If the termination is mandated or dictated by state limitation of available funds, notice will be given as soon as that limitation becomes effective and shall take effect at the end of the school year or such later date as may be required.

(b) If termination results from a limitation of funds dictated by the County, then at least one calendar year notice will be given before dismissal.

(c) These rules shall apply to both tenured and non-tenured employees but shall not impair the right to terminate non-tenured employees for reasons already set forth in the contract.

(d) If a faculty member is terminated for the above reasons before the end of the period of appointment because of financial exigency or because of the discontinuance or reduction of a program of instruction, the released faculty member's place will not be filled by a replacement within a period of two years unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it. If a faculty member is reappointed under this provision, his service shall be deemed continuous.

(e) In the event of the above, the reduction of the faculty shall be on the following basis:

(1) Reduction shall take place first among adjunct faculty members, then non-tenured faculty members and finally tenured members in the department affected (subject to provisions of Notice of Non-reappointment). If two or more persons have the same seniority, decision as to who shall be dropped will be based upon "worth" determined by procedures

set forth by the departmental P and B Committee within the guidelines of the Academic Senate.

(2) Faculty members who were employed by the College prior to the creation of a department shall have their seniority measured on a college-wide basis. Conflicts of seniority among faculty members with the same commencement date of full-time employment in the department shall be resolved by earlier dates of full-time employment at the College, part-time employment at the College or date of letter of appointment to the College in that order.

21. Discontinuance of Service:

A faculty member who resigns from the College and subsequently is reemployed by the College shall not be deemed to have continuous employment. Such faculty member shall measure his seniority from the date of reemployment.

22. Promotion Quotas:

Faculty distribution by rank should eventually include 60% in the upper two ranks and 40% in the lower two ranks. To provide for some further upward movement through the ranks after 1975, a 50%-50% division will be reached by September, 1975, with 20% representing the proportion of full professors and 30% the proportion of associate professors.

23. Mini-Semester:

It is understood and agreed that in the event the Academic Calendar Committee proposes an Academic Calendar containing two regular plus one abbreviated or "Mini-Semester" between September 1 and the following June, and such calendar is approved by the College Administration and the County, that the teaching faculty will not be required to teach during said "Mini-Semester". The teaching faculty shall have the option, however, of teaching during any "Mini-Semester" at the then prevailing overload rate of pay. It is specifically understood and agreed hereto that any "Mini-Semester" as above described would not be considered part of the normal work load of the teaching faculty.

This section is not to be considered an agreement or commitment, by either the County or the College Administration, to actually schedule a "Mini-Semester".

24. Contract Term:

This agreement shall be effective from September 1, 1971, and shall continue in full force and effect until August 31, 1974.

25. Civil Service Law, §204-a:

As required by Section 204-a of the Civil Service Law, the following is added to this agreement:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

IN WITNESS WHEREOF, THE FACULTY SENATE OF NASSAU COMMUNITY COLLEGE has executed this agreement the day and year first above written, and the COUNTY OF NASSAU has executed this agreement the [illegible] day of [illegible], 1972.

FACULTY SENATE OF NASSAU COMMUNITY COLLEGE

By [signature]
President

COUNTY OF NASSAU

By [signature]

APPROVED:

[signature]
Deputy County Attorney

APPROVED:

[signature]
Comptroller, County of Nassau
Angelo D. Roncallo

[signature]
DEP. CO. EXEC. - [illegible]

APPROVED:

[signature]
Vice-President for Administration
Nassau Community College

RALPH G. CASO
COUNTY EXECUTIVE

JOSEPH JASPAN
COUNTY ATTORNEY

JOHN F. O'SHAUGHNESSY
CHIEF DEPUTY COUNTY ATTORNEY

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
NASSAU COUNTY EXECUTIVE BUILDING
MINEOLA, NEW YORK 11501

January 21, 1972

Dr. Eugene Glickman
Chairman, Faculty Senate
Nassau Community College
Stewart Avenue
Garden City, New York 11530

Re: Department Chairmen

Dear Dr. Glickman:

The Department Chairmen are not now members of the bargaining unit represented by the Faculty Senate and, accordingly, the County is not prepared to negotiate with you as to the terms of their employment.

In the event that the Department Chairmen should at some future date during the term of the proposed three year contract be certified as members of your bargaining unit, the County would then be obliged to negotiate with you at that time with respect to their terms and conditions of employment.

Nothing contained in this letter shall preclude the County from objecting to their inclusion in your unit nor limit the College administration's ability to re-structure their own administrative system consistent with the governance and agreements entered into simultaneously herewith.

Very truly yours,

JOSEPH JASPAN
County Attorney

Schedule A

DEPARTMENT	1971 Budgeted Student/Faculty Ratio	Budgeted Average Class Size Per Department
Acct. & Bus. Admin.	22/1	(29)
Afro-American	17/1	(20)
Allied Health Science	8/1	(20)
Art	28/1	(30)
Biology	25/1	(27)
Chemistry	12/1	(22)
Data Processing	15/1	(21)
Economics	30/1	(32)
Engineering/Physics	11/1	(20)
English	21/1	(22)
Foreign Language	22/1	(23)
HPER	19/1	(39)
History & Political Science	32/1	(34)
Marketing & Retailing	23/1	(26)
Mathematics	25/1	(33)
Music	22/1	(27)
Nursing	5/1	(10)
Physical Science	16/1	(26)
Philosophy	33/1	(36)
Police Science	21/1	(24)
Psychology	34/1	(39)
Reading	17/1	(18)
Secretarial Science	14/1	(24)
Sociology	34/1	(38)
Speech	24/1	(26)
Theatre/Dance	17/1	(23)

Schedule "B"

COLLEGE WIDE BUDGETED STUDENT FACULTY RATIO	21.1/1*
COLLEGE WIDE BUDGETED AVERAGE CLASS SIZE	27.7 *

* These figures, as all budgeted figures, are averages for the fall and spring semesters. Our experience has been that the actual figure for the fall is slightly higher than the budgeted, (FALL '72 ACTUAL STUD. FAC. RATIO WAS 22.4/1) and the spring semester is slightly lower than the budgeted.

STUDENT FACULTY RATIO is a ratio computed by taking the number of full-time equivalent students and dividing this by the number of full-time equivalent faculty

$$\text{STUDENT FACULTY RATIO} = \frac{\text{FTE STUDENTS}}{\text{FTE FACULTY}}$$

EXAMPLE: We were budgeted to enroll 7,596 FTE students and were budgeted to have 359 FTE faculty.

$$\text{STUDENT/FACULTY RATIO} = \frac{7,596}{359} = 21.1$$

11-17-71

Professor	
Step	
1	$19,673
2	20,528
3	21,383
4	22,238
5	23,093
6	23,948
7	24,803
8	25,658
9	26,513
10	27,368
11	28,223
12	29,078

Associate Professor	
Step	
1	$15,801
2	16,552
3	17,302
4	18,053
5	18,804
6	19,555
7	20,306
8	21,057
9	21,808
10	22,559
11	23,310
12	24,061

Assistant Professor	
Step	
1	$13,271
2	13,892
3	14,513
4	15,134
5	15,755
6	16,376
7	16,997
8	17,618
9	18,239
10	18,860
11	19,481
12	20,102

Instructor	
Step	
1	$11,529
2	12,026
3	12,523
4	13,020
5	13,517
6	14,015
7	14,511
8	15,008
9	15,505
10	16,002
11	16,499
12	16,996

SCHEDULE C

Professor		Associate Professor	
Step		Step	
1	$22,500	1	$17,830
2	23,298	2	18,527
3	24,096	3	19,224
4	24,894	4	19,921
5	25,692	5	20,618
6	26,490	6	21,315
7	27,288	7	22,012
8	28,086	8	22,709
9	28,884	9	23,406
10	29,682	10	24,103
11	30,480	11	24,800
12	31,275	12	25,500

Assistant Professor		Instructor	
Step		Step	
1	$14,830	1	$12,700
2	15,375	2	13,104
3	15,920	3	13,508
4	16,465	4	13,912
5	17,010	5	14,316
6	17,555	6	14,720
7	18,100	7	15,124
8	18,645	8	15,528
9	19,190	9	15,932
10	19,735	10	16,336
11	20,280	11	16,740
12	20,825	12	17,144

SCHEDULE C

Professor	
Step	
1	$22,500
2	23,475
3	24,450
4	25,425
5	26,400
6	27,375
7	28,350
8	29,325
9	30,300
10	31,275

Associate Professor	
Step	
1	$17,830
2	18,682
3	19,534
4	20,386
5	21,238
6	22,090
7	22,942
8	23,794
9	24,646
10	25,500

Assistant Professor	
Step	
1	$14,830
2	15,496
3	16,162
4	16,828
5	17,494
6	18,160
7	18,826
8	19,492
9	20,158
10	20,830

Instructor	
Step	
1	$12,700
2	13,194
3	13,688
4	14,182
5	14,676
6	15,170
7	15,664
8	16,158
9	16,652
10	17,146

11-17-71

P-1		P-2		P-3	
Step		Step		Step	
1	$ 8,899	1	$10,424	1	$12,077
2	9,536	2	11,061	2	12,829
3	10,173	3	11,699	3	13,583
4	10,810	4	12,336	4	14,336
5	11,448	5	12,973	5	15,090
6	12,085	6	13,610	6	15,843
7	12,722	7	14,248	7	16,595
8	13,360	8	14,886	8	17,349
9	13,996	9	15,523	9	18,102
10	14,635	10	16,160	10	18,856
11	15,271	11	16,797	11	19,608
12	15,908	12	17,434	12	20,362

P-4		P-5		P-6	
Step		Step		Step	
1	$13,603	1	$15,128	1	$16,335
2	14,414	2	15,997	2	17,262
3	15,225	3	16,865	3	18,189
4	16,036	4	17,735	4	19,116
5	16,847	5	18,604	5	20,044
6	17,658	6	19,473	6	20,970
7	18,469	7	20,342	7	21,897
8	19,281	8	21,211	8	22,825
9	20,092	9	22,081	9	23,751
10	20,903	10	22,950	10	24,679
11	21,714	11	23,818	11	25,606
12	22,526	12	24,688	12	26,532

SCHEDULE D

P-1 Step		P-2 Step		P-3 Step	
1	$ 9,753	1	$11,425	1	$13,236
2	10,451	2	12,123	2	14,061
3	11,149	3	12,822	3	14,687
4	11,847	4	13,520	4	15,712
5	12,547	5	14,218	5	16,538
6	13,245	6	14,917	6	17,363
7	13,943	7	15,616	7	18,188
8	14,642	8	16,315	8	19,015
9	15,340	9	17,013	9	19,840
10	16,038	10	17,711	10	20,666
11	16,736	11	18,410	11	21,491
12	17,434	12	19,108	12	22,317

P-4 Step		P-5 Step		P-6 Step	
1	$14,908	1	$16,580	1	$17,903
2	15,797	2	17,533	2	18,919
3	16,686	3	18,484	3	19,935
4	17,575	4	19,437	4	20,951
5	18,464	5	20,390	5	21,968
6	19,353	6	21,343	6	22,983
7	20,242	7	22,295	7	23,999
8	21,132	8	23,247	8	25,016
9	22,021	9	24,200	9	26,031
10	22,910	10	25,153	10	27,048
11	23,799	11	26,105	11	28,064
12	24,688	12	27,058	12	29,079

P-1		P-2		P-3	
Step		Step		Step	
1	$10,123	1	$11,859	1	$13,739
2	10,494	2	12,293	2	14,242
3	11,245	3	13,045	3	15,130
4	11,996	4	13,796	4	16,019
5	12,747	5	14,548	5	16,906
6	13,500	6	15,299	6	17,794
7	14,251	7	16,050	7	18,683
8	15,002	8	16,803	8	19,571
9	15,754	9	17,555	9	20,460
10	16,502	10	18,306	10	21,347
11	17,257	11	19,057	11	22,236
12	18,009	12	19,809	12	23,124

P-4		P-5		P-6	
Step		Step		Step	
1	$15,474	1	$17,160	1	$18,583
2	16,041	2	17,840	2	19,264
3	16,998	3	18,865	3	20,356
4	17,954	4	19,889	4	21,450
5	18,911	5	20,914	5	22,543
6	19,868	6	21,940	6	23,638
7	20,824	7	22,965	7	24,730
8	21,781	8	23,989	8	25,822
9	22,738	9	25,014	9	26,917
10	23,695	10	26,040	10	28,009
11	24,651	11	27,065	11	29,103
12	25,608	12	28,089	12	30,197

NASSAU COUNTY COMMUNITY COLLEGE
GRIEVANCE REPORT
(For use only by employees represented by the negotiating unit of the Faculty Senate)

Employee's Name _____

Date of Grievance _____ Department _____

GRIEVANCE
(Step 1)

1. Date presented to Supervisor or Department Chairman _____
2. Department Chairman Signature _____
3. Employee Signature _____

SUPERVISING DEAN OR DIRECTOR (Step 2) (Note: To be answered within ten working days of date presented to Supervising Dean or Director)

Notification to Chairman of Senate Date _____

Date _____ Supervising Dean or Director Signature _____

☐ Accepted ☐ Referred to Grievance Board. Employee Signature: _____

NASSAU COMMUNITY COLLEGE GRIEVANCE BOARD DISPOSITION
(Step 3)

Date _____ CHAIRMAN _____

Member _____

Member _____

Copies:

Supervisor and/or Dept. Chairman
Division Chairman
Grievant
Supervising Dean or Director
Faculty Senate

SCHEDULE D

FACULTY CODE

Preamble

The purpose of this Faculty Code is to provide a framework through which the faculty can effectively discharge its responsibilities in the conduct of Nassau Community College's program of education and service to the community. This Faculty Code is supplementary to the Collective Bargaining Agreement entered into between the Faculty Senate of Nassau Community College and the County of Nassau dated the day of May, 1972 and is included in it by reference. The provisions of this Code shall remain in effect for the life of the Collective Bargaining Agreement. This Code supersedes all previous documents with the title of Faculty Code.

APPENDIX "A"

DEFINITIONS

Academic Matters	-	Matters that pertain directly to the educational process.
Educational Process	-	The process by which teaching and learning take place.
Faculty	-	All full time professional employees of Nassau Community College.
Executive Committee of the Academic Senate	-	As defined in its By-Laws.
Administrative Unit	-	All positions not included in the bargaining unit as defined by PERB.
Teaching Faculty	-	As defined in the Collective Bargaining Agreement.
Formal Academic Rank	-	That rank (Instructor, Assistant Professor, Associate Professor, Professor) awarded by the President based on procedures described herein.
Academic Faculty	-	Those faculty members with formal academic rank functioning in an academic department.
Academic Department	-	All teaching departments and the departments of Student Personnel Services and Library.
Honorary Academic Rank	-	A title of Instructor, Assistant Professor, Associate Professor or Professor conferred upon an individual outside the designation procedure herein described. It shall have no status whatsoever with regard to the academic or professional structure at the institution.
Associate Professor or Above	-	Shall be interpreted to mean individuals with the academic rank of Associate Professor or Professor or professional faculty with a grade rank of P-6 or above.
Non-Teaching Faculty	-	As defined in the Collective Bargaining Agreement.

DEFINITIONS (continued)

Grievance Procedure	-	The procedure outlined in either the Collective Bargaining Agreement between the County of Nassau and the Faculty Senate or in the By-Laws of the Academic Senate to resolve differences.
Senate	-	The Academic Senate
Collective Bargaining Agreement	-	The Agreement entered into between the Faculty Senate of Nassau Community College and the County of Nassau.
Professional Employees	-	Those persons defined as such by the Education Law of the State of New York.
Academic Senate	-	As described herein.
Faculty Senate/Negotiating Unit	-	The certified Collective Bargaining representative of those faculty members at Nassau Community College included in the unit by PERB on November 26, 1968.

GOVERNANCE

The faculty, through the appropriate Academic Senate committee, has primary responsibility for such fundamentals as curriculum subject matter, methods of instruction, research and those aspects of student life which relate to the educational process. In addition, through the Academic Senate, faculty status and related matters are a faculty responsibility. This area includes appointment, reappointment, decision not to reappoint, promotion and the granting of tenure.

The Board of Trustees will seek advice from the Academic Senate on matters related to the general direction of educational policy, such as

GOVERNANCE (continued)

relative emphasis on terminal and transfer programs, instructional budgets and the development of new curricula.

The faculty, through the Academic Senate, sets the requirements for the degrees offered, determines when the requirements have been met, and authorizes the President and the Board of Trustees to grant the degrees thus achieved. The power of review and decision lodged in the President and/or the Board of Trustees shall not be exercised in an unreasonable manner.

THE ACADEMIC SENATE

The Academic Senate of Nassau Community College provides the faculty with a voice in decisions of concern to its members. The Academic Senate shall have responsibility and powers in the following areas:

1. To study and approve Curriculum Subject Matter, Methods of Instruction and Research.
2. To discuss, recommend, and approve all issues concerning faculty status and related academic matters.
3. To determine requirements for degrees and qualifications for graduation.
4. To provide a forum for the consideration of academic matters of mutual interest to the members of the faculty and other elements of the college community, as provided herein or in the By-Laws of the Academic Senate.
5. To provide a means for the interchange of ideas among members of the faculty and between the faculty and the student body.

THE ACADEMIC SENATE (continued)

6. To participate in those aspects of student life which relate to the educational process.

7. To serve such other functions as may be described herein or in the By-Laws of the Academic Senate.

ACADEMIC SENATE ACTIONS

The actions of the Academic Senate shall be communicated to the President of the college and unless vetoed in writing within ten teaching days, shall become the policy of the college. Senate action vetoed by the President shall be presented at the next regularly scheduled Senate meeting for discussion. If appropriate, a motion to override the veto may be called for and if carried by a two-thirds vote of members of the Senate present, the action will be referred to the Board of Trustees for discussion at its next regularly scheduled meeting. Action of the Board of Trustees on said referred matters shall be communicated to the Chairman of the Academic Senate. If the action is not favorable, the Executive Committee of the Senate, at its discretion, shall meet with the Board or a committee of the Board to discuss the action and seek reversal of the Board action. Under normal circumstances the Board of Trustees shall not formulate policies or modify existing policies in areas where the Academic Senate has responsibility and powers before the Senate has had adequate opportunity to discuss policy and formulate recommendations. In the event of an emergency in which the Senate cannot be convened, the Board of Trustees shall receive input from the Chairman of the Academic Senate or his designee.

MEMBERSHIP

The college President and the Executive Committee of the Senate may each designate no more than three faculty members to serve as Senators at large with voice and vote.

All faculty may vote for members of the Academic Senate. However, only faculty members who are in the following categories are eligible to serve in the Senate:

1. All full-time faculty attached to academic departments in presently designated titles except the title of Administrative Assistant.
2. All Faculty of the rank of P-7 and above except the President of the college.
3. Faculty in the Vice President for Administration's operation supervising the Personnel function, the Budget function and the Director and Associate Director of the Registration function.
4. Assistant/Assistants to the Dean of Instruction.

Newly created titles may be added at the mutual agreement of the Academic Senate Executive Committee and the college President subject to the approval of the Faculty Senate.

The relationship of students to the Academic Senate, the participation in, and the manner and time of election of representatives to the Academic Senate shall be as defined in the By-Laws of that body.

The President of Nassau Community College and/or his designated representatives shall engage in consultation with the Executive Committee of

MEMBERSHIP (continued)

the Academic Senate at regularly scheduled meetings to discuss matters of mutual concern.

The Academic Senate shall be provided with an office, adequate office facilities, phone service, and unrestricted mail service for the transactions of Academic Senate business.

The Executive Committee of the Academic Senate collectively shall be allocated a max mum of four courses but not more than thirteen contact hours per semester of release time assignable at its discretion. In case a member of the Executive Committee is a member of the non-teaching faculty, his released time shall be calculated on a two-for-one basis.

ACADEMIC FREEDOM

The college recognizes that academic freedom is essential to the free search for truth and its exposition.

All faculty members are entitled to full freedom in the publication of the results of their research, subject to performance of their other academic duties. Research conducted during the normal working day for pecuniary return must be based upon an understanding with the President. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

OFFICIAL FACULTY FILES

There shall be only one set of official personnel files, which shall be kept in the college Personnel office. These shall include but not be limited

STATE OF NEW YORK)
COUNTY OF NASSAU) SS.:

On this 1st day of June, 1972, before me personally appeared RALPH G. CASO, County Executive of the County of Nassau, the corporation described in and who executed the foregoing instrument, to me known and known to me to be such County Executive, and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; that he knows the corporate seal of said County of Nassau; that the seal affixed to said instrument is such corporate seal; that it was thereto affixed pursuant to resolution of the Board of Supervisors.

Harold E. Collins

HAROLD E. COLLINS
NOTARY PUBLIC, State of New York
No. 24-[illegible]4130
Qualified in Nassau County
Commission Expires March 30, 19[illegible]

STATE OF NEW YORK)
COUNTY OF NASSAU) SS.:

On this [illegible] day of May, 1972, before me personally came PAUL J. DEVENDITTIS, who, being by me duly sworn, did depose and say: That he resides at 16 Primrose Lane, Hempstead, N. Y. 11550, and that he is the President of the Faculty Senate of Nassau Community College, the representative organization described in and which executed the above instrument; and that he signed his name thereto pursuant to the authority granted to him by the organization.

Charlotte Kushner

CHARLOTTE KUSHNER
NOTARY PUBLIC, State of New York
No. 30-2222010
Qualified in Nassau County
Commission Expires March 30, 19[illegible]

OFFICIAL FACULTY FILES (continued)

to the following:

1. Personnel information.
2. Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his request.
3. Records generated by the college.
4. Memoranda of discussions between the employee and his department Chairman relating to evaluations of the employee's professional performance

As of this date, no materials shall be placed in a faculty member's personnel file unless said faculty member has been so informed by memorandum from the Personnel office and has been given an opportunity to examine said material and to attach any comments he may desire, unless said material has already been initialed by said faculty member. If the faculty member does not concur in any evaluation or statement concerning him, notations to this effect shall be affixed to said material.

Only the following people shall be authorized to examine the files of a faculty member: members of the Board of Trustees, the President, the appropriate supervising administrator, the appropriate Chairman, members of the Personnel and Budget Committee, members of the Promotion and Tenure Committee, the faculty member himself with or without an advisor of his choice and necessary clerical personnel. Committee members mentioned above and Trustees may see only relevant data and only when a faculty member's application for promotion or tenure is being evaluated.

OFFICIAL FACULTY FILES (continued)

No other person - inside or outside of the college - shall be permitted to examine any personnel files under any circumstances whatsoever except with the consent of the concerned faculty member. No file or copy thereof shall leave the college Personnel office (except to the President's office and back by Special Messenger), nor shall any information contained therein be made available to any outside source or agency without the written permission of the faculty member concerned, except as required by law.

When the personnel records of a faculty member are used by an authorized person, a memorandum of the use of these records, which shall include the purpose of the use, shall be made available to the faculty member concerned.

The official personnel file shall constitute the only verified and reliable document for the purposes of evaluation, promotion, tenure and reappointment. The faculty member may, however, submit additional verifiable data in his application for promotion and/or tenure.

Each department and the office of the Dean of Instruction may maintain a file for each faculty member which shall include only his date of initial and succeeding service, rank, step, salary, record of promotion, and tenure status.

APPOINTMENT POLICY

When a vacancy for a position within the faculty at a title of Assistant Dean or below shall occur in any department, the members of the Personnel and Budget Committee and the Chairman of that department (in case of non-academic departments, the Dean or Director or his appointed representative)

APPOINTMENT POLICY (continued)

shall constitute the selection committee for the purpose of reviewing applications and credentials, interviewing candidates and making recommendations to the appropriate Dean. The appropriate Dean, or his designated representative, shall concur with the faculty judgment after an interview, unless waived by said Dean, except in rare instances and for compelling reasons which shall be stated in writing. If there is disagreement and if consultation does not resolve the matter, it may be subject to the appropriate grievance procedure. In no case shall anyone be appointed to fill a vacancy who has not received a favorable recommendation from the departmental selection committee. Upon positive referral the successful candidate shall be appointed by the President.

A member of the faculty with formal academic rank who leaves the faculty ranks to take a twelve month position within the administration or to become a department Chairman, shall have priority in filling an appropriate vacancy when returning to the department from which he came. The department Chairman and/or the Personnel and Budget Committee may reject the appointment only on the grounds of lack of professional qualification. This rejection may be subject to the appropriate grievance procedure. He shall be placed in the first available appropriate opening in the department. His position as to departmental academic seniority and tenure will be the same as the day he left the teaching department. Upon returning to a teaching department, a faculty member shall assume the faculty rank and step that has a salary that most closely approximates 30% of his current salary and is not less than the rank he held in the academic department. However, in no event shall his salary be less than the salary he would have earned had he remained in his former rank within the academic department.

APPOINTMENT POLICY (continued)

If he has been promoted while in the administration, his faculty rank in the academic year following his return to the faculty ranks will be determined by the Promotion and Tenure Committee upon receipt of recommendation of department Personnel and Budget Committee and his Chairman.

The determination of his rank will be based on criteria normally used for promotion but must be made prior to the time applications for promotions are considered by the Promotion and Tenure Committee.

A member of the faculty who accepts a position in another department retains his seniority and tenure status in the former department until such time as he has earned tenure as a member of the new department.

It shall be the responsibility of the Personnel and Budget Committee of the academic departments to circulate notice to the faculty of every faculty vacancy within the college thirty (30) days prior to its publication elsewhere wherever practicable. Such notice shall include a complete job description, including remuneration offered, duties, responsibilities and a statement of required qualifications.

TEMPORARY APPOINTMENTS

Full-time temporary appointments shall follow the same procedure as full-time permanent appointments even if appointment is made during a semester.

Temporary appointees are not eligible to serve on departmental Personnel and Budget Committees but may serve the college in every other way.

TEMPORARY APPOINTMENTS (continued)

The time accrued by faculty on a temporary appointment shall count towards promotion and tenure in the event the temporary full-time faculty member is appointed to a full-time permanent position, if the full-time appointment occurs within one (1) year following the conclusion of the temporary appointment.

Part-time faculty will not normally be employed for more than 9 contact hours per semester. In unusual circumstances and with the recommendation of the departmental Personnel and Budget Committee and Chairman, the Dean of Instruction may waive this provision. Waiver may not be granted for more than two consecutive regular (fall-spring) academic semesters.

COURSES TAUGHT BY NON-TEACHING FACULTY

Members of the non-teaching faculty are encouraged to teach as long as such teaching does not interfere with their regular duties. Such teaching shall be subject to the approval of the supervising Dean or Director, the teaching department's Personnel and Budget Committee and the Department Chairman, and presupposes a lack of objection on the part of the employee's own Personnel and Budget Committee. Since such teaching is considered as an ancillary and voluntary duty within the scope of the faculty member's regular responsibilities, no additional remuneration shall be provided unless the teaching is performed outside the scheduled working hours, in which case the faculty member shall be paid at the prevailing part time rate.

REAPPOINTMENT AND NON-REAPPOINTMENT

Nassau Community College subscribes to the Standards for Notice of Non-Reappointment adopted by the American Association of University Professors on April 11, 1964, the text of which follows: "Notice of Non-Reappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:

Not later than March 1st of the first academic year of service, if the appointment expires at the end of that year; or, if a one year appointment terminates during an academic year, at least three months in advance of its termination.

Not later than December 15th of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination. At least twelve months before the expiration of an appointment after two or more years in the institution."

The initiative for non-reappointment of all faculty normally resides with the department Chairman and the departmental Personnel and Budget Committee. In the event of a decision of non-reappointment by the aforementioned, the Chairman must notify the individual concerned thirty (30) days prior to any recommendation made to the administration. The individual concerned shall have the right to use the prescribed grievance procedure.

All non-tenured faculty shall receive one year renewable contracts until the expiration of their probationary period unless they are not reappointed.

REAPPOINTMENT AND NON-REAPPOINTMENT (continued)

Should the recommendation for non-reappointment originate outside the department, it must be in writing, indicating reasons for the recommendation and submitted to all parties concerned. The Personnel and Budget Committee and Chairman will then reevaluate the recommendation and make its position known to the President. The individual concerned shall have the right to use the appropriate grievance procedure.

TENURE POLICY

After the expiration of a probationary period, tenure shall be granted in accordance with the procedures described below. After receipt of tenure, a faculty member's service shall be terminated only for adequate cause.

The probationary period at Nassau Community College shall be four (4) years for academic faculty and three (3) years for professional faculty within a department from the date of the initial professional appointment to that department. By February 1st of each year, the Chairman, or supervising Dean or Director in the case of professional faculty, and the Personnel and Budget Committee of each department shall consider those departmental members who are eligible for tenure and shall submit their recommendations to the Promotion and Tenure Committee. No later than March 1st the Promotion and Tenure Committee will forward to the President its recommendations. These in turn shall be forwarded by the President to the Board of Trustees for their consideration. The Board of Trustees may, upon recommendation of the President, grant tenure. The President's and/or Board of Trustees' refusal to grant tenure after a favorable recommendation by the Promotion and Tenure Committee shall only occur

TENURE POLICY (continued)

in rare instances and for compelling reasons which shall be communicated in writing to the candidate.

If a faculty member eligible for tenure is not recommended for it by the Promotion and Tenure Committee, then by April 1st of the last year of his probationary period, he shall be informed in writing by the President of the reasons for not recommending tenure. Non-recommendation for tenure, shall constitute grounds for appropriate grievance. When tenure is not recommended during the last probationary year, the faculty member shall be so notified under the provisions for non-reappointment.

PROMOTION POLICY

The Promotion and Tenure Committee, working with each departmental Personnel and Budget Committee and with each department Chairman, shall draft a college-wide policy on promotion. Only those faculty who meet the developed standards shall receive promotions. There shall be no waiver of those standards.

Eligibility for promotion from Instructor to Assistant Professor shall include a minimum of three (3) years' service as an Instructor at the college. An earned doctorate degree or two (2) years of full time experience or relevant professional experience may, at the discretion of the Promotion and Tenure Committee, upon the recommendation of the Personnel and Budget Committee and department Chairman, be substituted for one year of experience

PROMOTION POLICY (continued)

at the college. Any instructor who has not attained a promotion before having completed four (4) years as an Instructor and who has received tenure shall be automatically granted a promotion to the rank of an Assistant Professor in the September of his fifth year, unless he is on a terminal contract. No one on a terminal contract shall be eligible for a promotion.

Eligibility for promotion from Assistant Professor to Associate Professor shall include a minimum of four (4) years as an Assistant Professor at the college and the status of tenure.

Eligibility for promotion from Associate Professor to Professor shall include a minimum of four (4) years as an Associate Professor at the college and the status of tenure.

All recommendations for promotion in academic rank shall be forwarded to the Promotion and Tenure Committee by March 15. The Promotion and Tenure Committee will then forward to the administration its recommendations for promotion no later than April 15th. Candidates shall receive official notification of the Board of Trustees' action on said promotions within ten days of such action.

All faculty who have received their present rank (either through appointment or promotion) in a month other than September shall have the time-in-rank requirements reduced by one semester. All promotions shall take effect in September of the year in which the promotion is granted.

Promotional procedures for the academic year 1971-72 are closed. The Promotion and Tenure Committee, however, will meet again in the Fall of 1972 to consider those who are eligible for promotion in September 1972

PROMOTION POLICY (continued)

and who did not apply in the Spring of 1972. Nevertheless, this shall not preclude faculty members who were eligible for promotion in 1971 and who applied in the Spring of 1972 from applying at that time. The deliberations of the Promotion and Tenure Committee must be completed no later than November 1972.

In evaluating eligible non-teaching faculty in the Library and Dean of Student Personnel Services for promotion in academic rank, the criteria of "Effectiveness in the Classroom" will be interpreted as "Effectiveness in _____" (substitute the appropriate area of responsibility).

Should a faculty member who has received a recommendation for promotion leave the college before the effective date of his promotion, the next eligible candidate in the ranked order shall be considered for recommendation for promotion, if the Promotion and Tenure Committee believes that such person is qualified.

HONORARY FACULTY RANK

Those professional individuals currently holding honorary academic rank shall retain their current rank. Those individuals may petition the Promotion and Tenure Committee for changes in honorary academic rank based upon change in P Grade status.

EVALUATION OF PROFESSIONAL COMPETENCE

All evaluation reports on individual faculty members shall be in writing and the individual concerned shall receive a copy of such reports. The individual faculty member shall sign each evaluation report and be permitted

EVALUATION OF PROFESSIONAL COMPETENCE (continued)

to file a written reply to any portions of said report to which the faculty member may take exception.

Evaluation shall normally be by the Chairman (or immediate supervisor for those professionals not attached to academic departments) and the Personnel and Budget Committee of each department. In the event that a department Chairman or the Personnel and Budget Committee refuses to take part in the evaluation process, the members of the Promotion and Tenure Committee may evaluate. No other persons may participate in this evaluation process except by invitation of the faculty member. The evaluation process shall not be used to harass a faculty member.

All faculty shall be reevaluated every four years. In case of a negative reevaluation, the faculty member shall be so informed and given one year in which to correct the indicated deficiency. Review shall take place at the end of that period, and if the result is still negative, the Promotion and Tenure Committee will have the option of demoting the faculty member to the next lower rank at the salary step that most closely approximates his current salary but does not exceed it. If the appropriate step would be top step and the salary loss will exceed $500, he shall remain instead at his present salary and will not be eligible for additional steps on the graded salary plan. A person who has been demoted to the next lower rank shall be permitted to apply for promotion without reference to time in rank requirements specified elsewhere in this document.

ADMINISTRATIVE OBSERVATION OF THE EDUCATIONAL PROCESS

The Dean of Instruction or his designated representative will be welcome to visit classes for the sole purpose of observing the education

DEPARTMENT CHAIRMEN (continued)

2. Evaluation

Department Chairmen shall be evaluated in a three year cycle, so that every Department Chairman, beginning with those who have served longest and have never been reviewed, shall be evaluated once every three years. Evaluations shall be done by a committee to be constituted as follows:

The Dean of Instruction or his designated representative and five elected faculty members, two of whom must be department Chairmen. One Department Chairman and one faculty member shall be elected as alternate and in no case shall a member of a department evaluate the Chairman of that department.

The committee shall meet with all members of the department of the Chairman concerned as well as with any other individuals it deems appropriate. It shall, within four weeks of the onset of its deliberations upon a particular Chairman, file a written report and recommendation with the Dean of Instruction. A majority decision of the committee will be implemented by the Dean of Instruction. The decision of the committee will be subject to the appropriate grievance procedure.

By a two-thirds vote of the department or at the request of the Dean of Instruction, the Evaluation Committee shall evaluate a Chairman out of cycle. This evaluation shall commence within four weeks of the request. However, no such evaluation may be requested during the first semester of his service as Chairman.

ACTING DEPARTMENT CHAIRMEN

If the Chairman of a department is on leave, or has retired, or has resigned, or is temporarily incapacitated, or has been asked to resign as a

ACTING DEPARTMENT CHAIRMEN (continued)

result of actions taken by the Chairmen's Evaluation Committee, an acting Chairman elected by a majority of the department concerned shall be recommended for appointment by the President. He shall serve a limited term, normally no longer than one year. While he is Acting Chairman, he shall have all the duties and responsibilities of a Department Chairman as well as the privileges that are associated with that position. If the Acting Chairman's appointment is as a result of action of the Chairmen's Evaluation Committee, the appointment shall be conditional if the former Chairman chooses to avail himself of the appropriate grievance machinery. Nothing in this section precludes the possibility of an acting Chairman becoming Chairman subject to the formal appointment procedures outlined above.

APPOINTMENT/EVALUATION OF HIGHER LEVEL ADMINISTRATORS

Administrative officers of the rank of Associate Dean and above are appointed by and serve at the pleasure of the President and/or the Board of Trustees.

There shall be an evaluation/selection committee consisting of three members appointed by the President and four members elected by the faculty at a general faculty meeting in the Spring of 1972 who shall serve for the duration of this agreement.

Administrative officers of the rank of Associate Dean and above except for the President, shall be evaluated by the evaluation/selection committee. The sequence and method of evaluation will be determined by the committee with the concurrence of the President. However, no more than two existing Deans will be evaluated in any academic year.

APPOINTMENT/EVALUATION OF HIGHER LEVEL ADMINISTRATORS (cont'd)

The evaluation report in its first instance will be a confidential report to the President and the administrator being evaluated. In the event of an unfavorable evaluation, a reevaluation will be conducted by the evaluation/selection committee during the next academic year. If, upon reevaluation, the committee feels the reasons for the unfavorable report have not been sufficiently remedied, they shall make the report public and move for appropriate academic senate action.

In the event of a vacancy at the level of Associate Dean or above, a candidate proposed by the President and/or the Board of Trustees will be evaluated by the evaluation/selection committee following the procedure outlined above. If no candidate is proposed by the President and/or the Board of Trustees, the evaluation/selection committee will serve as a screening committee to propose candidates for the President's and/or the Board of Trustees' appointment. When a person who is being considered for selection would be the immediate supervisor of members of the negotiating unit, the evaluation/selection committee is obligated to obtain input from the members of the department concerned.

SABBATICAL LEAVE

Sabbatical leaves are awards made by the Board of Trustees to those eligible members of the faculty who propose projects to be carried out on released time, i.e., activities relevant to their discipline, which will enhance their professional competence and will enrich their teaching and/or service to the institution upon their return to the college. Sabbatical leave

SABBATICAL LEAVE (continued)

may be granted for one or more of the following: graduate study, study for professional enrichment, research and/or travel in relevant fields, writing or other experience of professional merit, or health. If the faculty member concerned does not have the highest relevant degree in his field, graduate study would be the only project appropriate unless waived by the President upon recommendation of the Sabbatical Committee.

Eligibility shall be limited to those faculty members who have completed at least six (6) consecutive years of service within the college from the date of their appointment or the expiration of their previous sabbatical leave. Periods of leave of absence other than sick leave with salary and periods of part-time service are not included but are not deemed interruptions of otherwise consecutive service.

Individuals approved for sabbatical leave have the option of receiving half salary for the full contract year or full salary for half a contract year. Faculty members on sabbatical leave cannot accept assignments at other institutions. Exceptions may be made with the approval of the Sabbatical Leave Committee and the President in the case of assignments at foreign universities or other institutions offering unusual experiences or on an exchange basis. There shall be no fixed quotas by departments.

Applications for sabbatical leave shall be submitted to the departmental Personnel and Budget Committee and department Chairman or appropriate Dean or Director for review and recommendation and then forwarded to the Sabbatical Leave Committee before November 1st of the year preceding the academic year in which the sabbatical leave is desired. Each application

SABBATICAL LEAVE (continued)

shall include a prospectus of the intended activity and should state the applicant's intention to continue as a member of the staff for a minimum period of one year after the expiration of the leave, and his agreement to submit a written report of his activity to his department upon his return.

The applicant shall normally be notified by February 1st of the academic year preceding his sabbatical leave of the committee's action.

COMMITTEES

The following Academic Senate committees shall be elected by the faculty at a meeting in April of the academic year prior to their taking office, except in 1972, when their election shall take place in May: Promotion and Tenure Committee, Sabbatical Leave Committee, Evaluation/Selection Committee, Committee on the Evaluation of Chairmen and Budget Committee.

THE COMMITTEE ON PROMOTION AND TENURE

The committee on Promotion and Tenure shall be responsible for:

a. Developing and reviewing criteria for promotion and tenure.

b. Receiving and evaluating applications for promotion and tenure.

c. Forwarding a report of their recommendations to the President who shall so inform the Board of Trustees at its next regularly scheduled meeting.

The committee on Promotion and Tenure shall consist of a Dean appointed by the President and nine (9) faculty members and two (2) alternates, each of whom must be from different departments, and at least one but not more than two shall be from the professional faculty, all of whom must have tenure. Only faculty members from those categories eligible to sit in the Academic Senate may be elected to the committee on Promotion and Tenure.

THE COMMITTEE ON PROMOTION AND TENURE (continued)

All members will serve staggered two-year terms and may be re-elected only once. The committee shall convene and elect its Chairman by the end of the Spring semester.

In the event a member of the Promotion and Tenure Committee resigns or otherwise leaves vacant an unexpired term of office, the procedure for replacement shall follow precisely the same method used in the election of the member being replaced. No member of the faculty shall sit on the Promotion and Tenure Committee during the time he is applying for promotion.

The committee shall receive and consider for action recommendations from the departmental Personnel and Budget Committee and the department Chairman which may contain a minority report originating with the departmental Personnel and Budget Committee.

The committee shall determine that each department's recommendations are accurate and meet the criteria set forth herein.

In the event there is a disagreement between the Personnel and Budget Committee and the departmental Cahirman or a minority report, the Promotion and Tenure Committee shall do whatever it deems necessary to determine whether the applicant is deserving of promotion and/or tenure. If there is not unanimous agreement on the application, the applicant and representatives of the Personnel and Budget Committee and the departmental Chairman shall be interviewed before any decision is made regarding the application for promotion and/or tenure.

A grievance against the Promotion and Tenure Committee on matters of promotion can only be on alleged improper procedure and/or

THE COMMITTEE ON PROMOTION AND TENURE (continued)

violations of contractual obligations. If the complainant alleges that one of these has occurred, he may appeal to the neutral third person on the Grievance Committee who will review the case in executive session and render a final and binding decision as to the appropriateness of a full grievance hearing. The decision of the Grievance Board to accept or reject a formal hearing shall be made within 24 hours of its initial inquiry. Insofar as is possible, no other promotion candidate shall have his privacy compromised as a result of a grievance.

Matters involving penalties imposed by the Promotion and Tenure Committee after evaluation and review, however, shall be subject to the grievance procedure without reference to the limitations listed above.

SABBATICAL LEAVE COMMITTEE

The Sabbatical Leave Committee shall be responsible for:

a. Reviewing criteria for sabbatical leave.

b. Receiving and evaluating applications for sabbatical leave.

c. Forwarding a report of their recommendations to the President, who shall inform the Board of Trustees at its next regularly scheduled meeting of the leaves approved by the Sabbatical Leave Committee.

The Sabbatical Leave Committee shall consist of a Dean appointed by the President and five (5) additional members of the faculty who shall be tenured and hold the rank of Associate Professor or above. There shall be a first and a second alternate according to the number of votes each has received. Only faculty from those categories eligible to sit on the Academic Senate may be elected to the Committee on Sabbaticals. Any Dean may meet

SABBATICAL LEAVE COMMITTEE (continued)

with the committee. All members will serve staggered two-year terms and may be re-elected only once. The committee shall convene and elect its Chairman before the end of the Spring semester. In the event a committee member resigns or otherwise leaves vacant an unexpired term of office, he shall be replaced by the first alternate who then becomes a permanent member of the committee. In the event of a second vacancy, it shall be filled by the second alternate in the same manner.

BUDGET COMMITTEE

There shall be a committee composed of six tenured faculty members with rank of Associate Professor or above who shall function as a College-Wide Budget Committee. This committee will function with the Vice President for Administration or his designated representative in the preparation of the budget, and they shall report directly to the Academic Senate on a regular monthly basis.

EDUCATIONAL TELEVISION

The use of television in teaching shall be for the purpose of advancing the basic functions of our college, to preserve, augment, criticize and transmit knowledge and to foster the students' ability to learn. The development of instructional policies concerning educational television as an instrument of teaching and research is, therefore, the responsibility of the entire academic community.

The faculty, through the Academic Senate, shall have responsibility for developing the educational television policies of the institution. The rules governing educational television shall be approved by the Academic Senate.

DEPARTMENTAL PERSONNEL AND BUDGET COMMITTEE

Each department shall have a Personnel and Budget Committee which consists of at least two (2) but not more than seven (7) members and alternates not including the department Chairman, all of whom must be full-time faculty and a majority of whom must hold tenure whenever possible. This committee shall be elected by the full department during April for a two (2) year term beginning the following September. All members will serve staggered two (2) year terms.

The department Chairman, or in those departments which have no Chairman, the supervising administrator, shall have the prior advice of the department Personnel and Budget Committee on all matters and decisions regarding personnel and budget and other departmental affairs including but not limited to the following:

a. Appointments, promotions, tenure, vacancies and/or job transfers between job areas, reappointment and evaluation.

b. Departmental reorganization.

c. The reassignment of personnel.

d. Changes in individual job responsibilities or job title.

e. The use of allocated office space.

f. The assignment of allocated clerical staff.

g. All matters regarding professional grades and qualifications for each grade.

h. The preparation of the budget.

The written, documented advice of the department Personnel and Budget Committee shall be implemented unless the department Chairman, or

DEPARTMENTAL PERSONNEL AND BUDGET COMMITTEE (continued)

in those departments which have no Chairman, the supervising administrator, states in writing and in detail his/her reasons to the Personnel and Budget Committee. Unresolved disputes will be subject to the appropriate grievance procedure.

PROFESSIONAL FACULTY UNIT

The faculty attached to the office of the Vice President for Administration and the faculty attached to the combined staff operations of the Dean of Instruction and the Academic Vice President each shall constitute a unit for all functions carried on by a department Personnel and Budget Committee.

TABLE OF ORGANIZATION

The administration shall cause to have published a Table of Organization. This table shall include:

1. Job description for all administrative unit positions.
2. Qualifications for each position.
3. Lines of authority.

At six month intervals the Table of Organization shall be reaffirmed or adjusted as required. It is undersfood that there is no firm commitment to any administrative structure or title. However, the creation of new titles or structures and the appointment of persons to fill new titles will follow the procedures as outlined in the Faculty Code.

FACULTY MEETINGS

There shall be four (4) meetings during each academic year for all members of the faculty at regularly scheduled intervals. Such meetings shall be listed in the academic calendar. Additional faculty meetings may be called.

FACULTY MEETINGS (continued)

upon the initiative of the Executive Committee of the Academic Senate or the President or upon petition of 25 faculty members. Such meetings shall take place within fifteen (15) working days of the call. The President or in his absence the Chairman of the Academic Senate shall preside.

All agendas with necessary supplementary material and meeting notices will be made up by the President and circulated at least two days prior to the meeting. The agenda shall include items submitted by the President, the Executive Committee of the Academic Senate and in the case of faculty petition, the petitioners.

No regularly scheduled general College-Wide meetings shall be cancelled without concurrence of the Executive Committee of the Academic Senate.

All faculty members have the right to vote at faculty meetings. Only faculty from those categories eligible to sit in the Academic Senate, however, may vote on matters involving actions of the Academic Senate. At any meeting a quorum of the faculty shall be considered present when a simple majority of the full-time faculty roster is in attendance. No formal action may be taken at a meeting at which a quorum is not present. Robert's Rules of Order, revised, shall be followed.

LEAVES OF ABSENCE

Leaves of absence shall be granted in accordance with the provisions of the collective bargaining agreement. These shall include: sick leave, maternity leave, personal leave, and sabbatical leave.

MISCELLANEOUS

Holidays, vacations (non-teaching faculty), work day, work load (teaching faculty), work year, outside activities and part-time employment, benefits and retirement shall be in accordance with the provisions of the collective bargaining agreement.

ACADEMIC SENATE BY LAWS

Article I PURPOSES

The Academic Senate of Nassau Community College provides the faculty with a voice in decisions of concern to its members. The Academic Senate shall have responsibility and powers in the following areas:

1. To study and approve curriculum subject matter, methods of instruction and research.

2. To discuss, recommend, and approve all issues concerning faculty status and related academic matters.

3. To determine requirements for degrees and qualifications for graduation.

4. To provide a forum for the consideration of academic matters of mutual interest to the members of the faculty and other elements of the college community as provided herein or in the Faculty Code.

5. To provide a means for the interchange of ideas among members of the faculty and between the faculty and the student body.

6. To participate in those aspects of student life which relate to the educational process.

7. To serve such other functions as may be described herein or in the Faculty Code.

Article II PROCEDURE

The actions of the Academic Senate shall be communicated to the President of the college and unless vetoed in writing within ten teaching days after receipt shall become the policy of the college. Senate action vetoed by the President shall be presented at the next regularly scheduled Senate meeting for discussion. If appropriate, a motion to override the veto may be called for and if carried by a two-thirds vote of members of the Senate present, the action will be

referred to the Board of Trustees for discussion at its next regularly scheduled meeting. Action of the Board of Trustees on said referred matters shall be communicated to the Chairman of the Academic Senate. If the action is not favorable, the Executive Committee of the Senate, at its discretion, shall meet with the Board or a committee of the Board to discuss the action and seek reversal of the Board action. Under normal circumstances the Board of Trustees shall not formulate policies or modify existing policies in areas where the Academic Senate has responsibility and powers before the Senate has had adequate opportunity to discuss policy and formulate recommendations. In the event of an emergency in which the Senate cannot be convened, the Board of Trustees shall receive input from the Chairman of the Academic Senate or his designee.

Article III MEMBERSHIP

The college President and the Executive Committee of the Senate may each designate no more than three faculty members to serve as Senators at large.

A. Faculty Elected Membership

All faculty may vote for members of the Academic Senate. However, only faculty members who are in the following categories are eligible to serve in the Senate:

1. All full-time faculty attached to academic departments in presently designated titles except the title of Administrative Assistant.

2. All faculty of the rank of P-7 and above except the President of the college.

3. Faculty in the Vice President for Administration's operation supervising the Personnel function, the Budget function and the Director and Associate Director of the Registration function.

4. Assistant/Assistants to the Dean of Instruction.

Newly created titles may be added at the mutual agreement of the Academic Senate Executive Committee and the college President subject to the approval of the Faculty Senate.

At meetings of a department or unit as defined in the Faculty Code held annually in May, departments elect by secret ballot ONE SENATE MEMBER for each NINE faculty members in the department or MAJOR FRACTION THEREOF, but regardless of size, each department or unit shall elect at least one faculty member. Only those who have been full-time members of the faculty for at least one semester are eligible for membership in the Senate. In order to provide continuity, members are elected for two-year terms, with approximately half of the departments represented in the Senate electing in odd-numbered years and the other half electing in even-numbered years as follows:

1. Odd-numbered years - Academic Affairs, Afro-American Studies, Art, Biology, Communications, Data Processing, Engineering Science/Physics/Technology, English, Foreign Language, Marketing/Retailing, Mathematics, Music, Reading, Student Personnel Services and Theatre/Dance.

2. Even-numbered years - Accounting/Business Administration, Administrative Affairs, Allied Health Sciences, Chemistry, Criminal Justice, Economics, Health/Physical Education/Recreation, History/Political Science, Library, Media, Nursing, Philosophy, Physical Science, Psychology, Secretarial Science and Sociology.

3. The elections will take place in May of each year for the term of office commencing June of that year.

As additional departments are created, the Executive Committee of the Senate shall determine whether they are to hold elections in odd-numbered or even-numbered years, making every effort to keep Senate membership in reasonable balance, and providing for interim elections where necessary. Each department or unit shall elect alternates in equal number to its number of Senators. The election shall follow the same procedure as for the Senator. Additional Senators for any department or unit by reasons of departmental or unit expansion shall be elected (to interim term, if appropriate) the September immediately after such expansion. Interim vacancies are filled through special elections at appropriate department meetings as soon as possible after vacancies occur. A member so elected serves for the balance of the term of the vacated position.

If a department should be reduced in size so as to change its representation, dissolved, or merged with another department, the duly elected Senators will continue to serve till the end of the current Academic year at which time new elections will be held.

B. Student Elected Membership

Student representation to the Academic Senate for academic year 1972-73 shall consist of the six officers of Student Government, the three members of the Freshman Term Council, the three members of the Sophomore Term Council, and three students elected at large. Effective 1973-74 academic year, fifteen students shall be elected to serve as Senators. The method of election for 1973-74 and thereafter shall be determined by Student Government subject to agreement by the Executive Committee of the Academic Senate. If agreement as to the method of election is not reached by February 15, 1973, Student Government and the Executive Committee of the Academic Senate shall present their proposals to a special ad hoc committee whose decision shall be final and binding on all parties. The ad hoc committee shall consist of one member of the faculty to be elected by the Academic Senate, one administrator to be appointed by the President, and a third member to be selected by Student Government but who may not be an officer of Student Government.

Article IV OFFICERS

A. The Chairman, First and Second Vice-Chairman and Secretary are elected by the members of the Senate at a meeting in June. The Senate may elect other officers as needed or fill vacancies in existing offices.

B. The term of office of all officers is to be two years. However, the current faculty members occupying the office of Chairman, Vice-Chairman and Secretary of the Faculty Senate shall assume similar offices in the Academic Senate and continue to occupy those positions until June, 1973. The present Treasurer shall assume the office of Second Vice Chairman until June, 1973.

C. All officers of the Academic Senate must be duly elected Senators.

Article V EXECUTIVE COMMITTEE

A. The officers of the Academic Senate will comprise the Executive Committee of the Academic Senate.

B. Powers and purposes of the Executive Committee.

1. The powers of the Executive Committee shall be those as defined in the Faculty Code and the By Laws of the Academic Senate in addition to those powers specifically authorized to it by the Academic Senate consistent with the Faculty Code and those By Laws.

2. The Executive Committee shall be empowered to conduct the affairs of the Academic Senate consistent with its By Laws during those times in which the Senate cannot be convened.

Article VI DUTIES OF OFFICERS

A. Chairman

1. To preside at all meetings of the Senate.

2. To serve as an ex-officio member of all committees of the Senate.

3. Upon direction of the Executive Committee, to request meetings of the faculty as required.

4. To prepare a calendar for meetings and agendas for the Senate.

5. To appoint a Parliamentarian.

6. And all other duties as specified in the current edition of Robert's Rules of Order.

7. To preside at faculty meetings in the absence of the President of the college.

8. To serve as permanent member of the Appointment Committee.

B. First Vice Chairman

1. To assist the Chairman and at the request of or in the absence of the Chairman to preside over the Senate.

2. To supervise the general operation of Academic Senate Standing Committees under the direction of the Chairman of the Senate.

3. To serve as an ex-officio member of committees as designated by the Chairman of the Senate.

4. To collate and collect reports from all Senate committees.

C. Second Vice Chairman

1. To assist the First Vice Chairman in supervision of the general operation of Academic Senate Standing Committees.

2. To supervise the operation of Academic Senate Ad Hoc Committee

3. To serve as an ex-officio member of committees as designated by the Chairman of the Senate.

D. Secretary

1. To take minutes of all the meetings of the Senate except the executive sessions.

2. To notify Senators of relevant data.

3. To keep appropriate records and to transmit copies to the library.

4. To handle official correspondence of the Senate.

Article VII MEETINGS

A. General

The Academic Senate is operative and on call at all times but may meet no less than once each month as stipulated by the calendar to be published at the start of each academic year. A majority of the Senate membership shall constitute a quorum. General meetings shall be open to all members of the academic community. These persons may attend as observers with voice. However, unless they appear on the agenda their speaking time shall be limited to two minutes per recognition.

B. Executive

The Chairman may schedule on his own initiative, or upon written request of ten Senators, executive sessions of the Academic Senate, which meetings shall be closed to all except members of the Academic Senate and those whom the Academic Senate may deem it advisable to invite. However, no official action may be taken by the Academic Senate at such meetings. Since the Academic Senate may not act officially in executive sessions, the quorum rule shall not apply.

Article VIII COMMITTEES

A. Except where indicated in the Faculty Code or these By Laws, all committee actions are subject to ratification and review by the Senate. Committees must submit written reports to the Senate of all recommendations and of all action taken. Committees are constituted as follows:

6. And all other duties as specified in the current edition of Robert's Rules of Order.

7. To preside at faculty meetings in the absence of the President of the college.

8. To serve as permanent member of the Appointment Committee.

B. First Vice Chairman

1. To assist the Chairman and at the request of or in the absence of the Chairman to preside over the Senate.

2. To supervise the general operation of Academic Senate Standing Committees under the direction of the Chairman of the Senate.

3. To serve as an ex-officio member of committees as designated by the Chairman of the Senate.

4. To collate and collect reports from all Senate committees.

C. Second Vice Chairman

1. To assist the First Vice Chairman in supervision of the general operation of Academic Senate Standing Committees.

2. To supervise the operation of Academic Senate Ad Hoc Committee

3. To serve as an ex-officio member of committees as designated by the Chairman of the Senate.

D. Secretary

1. To take minutes of all the meetings of the Senate except the executive sessions.

2. To notify Senators of relevant data.

10. Appropriate committees of the Faculty Senate shall assume their committee responsiblilities in the Academic Senate and shall be deemed to have their service continuous over the two organizations.

Article IX STANDING COMMITTEES

A. Academic Calendar

1. Duties

To prepare and recommend the academic calendar each academic year.

2. Membership

To be appointed by the Appointment Committee of the Academic Senate. The Dean of Instruction and the Registrar or their designee shall be permanent members of this committee.

B. Academic Discipline

1. Duties

To recommend policy with regard to the conduct of the student body on campus.

2. Membership

The Dean of Student Personnel Services or his designee shall be a permanent member of this committee. All other members are to be appointed by the Appointment Committee.

C. Academic Affairs

1. Duties

To engage in constant review of all conditions relating to the academic well-being of the college community and to make recommendations where warranted.

2. Membership

All members are appointed by the Appointment Committee.

D. Academic Standing

1. Duties

a. To recommend to the Academic Senate academic standards which define good standing, probation and separation from the college, and to recommend for probation or separation from the college students who are not in good standing.

b. To act as a board of review in academic cases where special circumstances warrant.

c. To recommend policies by which dismissed students may be readmitted to the college.

d. To advise and make recommendations to the Senate on problems relating to the grading system and to requirements for graduation.

2. Membership

There shall be one representative from each academic department to be elected by that department. The Dean of Instruction and the Registrar or their designee are permanent members of this committee.

E. Administrative Evaluation/Selection

Administrative officers of the rank of Associate Dean and above are appointed by and serve at the pleasure of the President and/or the Board of Trustees.

There shall be an evaluation/selection committee consisting of three members appointed by the President and four members elected by the faculty at a general faculty meeting in the Spring of 1972 who shall serve for the duration of this agreement.

Administrative officers of the rank of Associate Dean and above except for the President, shall be evaluated by the evaluation/selection committee. The sequence and method of evaluation will be determined by the committee with the concurrence of the President. However, no more than two existing Deans will be evaluated in any academic year.

The evaluation report in its first instance will be a confidential report to the President and the administrator being evaluated. In the event of an unfavorable evaluation, a reevaluation will be conducted by the evaluation/selection committee during the next academic year. If, upon reevaluation, the committee feels the reasons for the unfavorable report have not been sufficiently remedied, they shall make the report public and move for appropriate academic Senate action.

In the event of a vacancy at the level of Associate Dean or above, a candidate proposed by the President and/or the Board of Trustees will be evaluated by the evaluation/selection committee following the procedure outlined above. If no candidate is proposed by the President and/or the Board of Trustees, the evaluation/selection committee will serve as a screening committee to propose candidates for the President's and/or the Board of Trustees' appointment. When a person who is being considered for selection would be the immediate supervisor of members of the negotiating unit, the evaluation/selection committee is obligated to obtain input from the members of the department concerned.

F. Admissions

1. Duties

a. To recommend policies determining standard for admission.

b. To act as a board of review in those admissions cases where special circumstances warrant.

2. Membership

The Director of the Admissions function and the Dean of Instruction or their designee shall be permanent members of this committee. There shall be one representative from each academic department to be elected by that department.

G. Appointment

1. Duties

a. To solicit members for Standing Committees of the Academic Senate.

b. To evaluate credentials, to make appointments to committees and then to make recommendations to the Academic Senate.

c. To evaluate the effectiveness of each committee as to its function and size, based on a standard defined by them and approved by the Academic Senate.

2. Membership

The Chairman of the Academic Senate and the President of Student Government shall be permanent members, four members are to be elected by the Academic Senate annually in June.

H. Athletics

1. Duties

a. To serve as liaison in Student athletic matters between the Nassau College Association and the Academic Senate.

b. To evaluate the athletic program in light of the academic offerings of the institution.

2. Membership

The Director of Athletics and the Director of Student Activities or their designee shall be permanent members of this committee. All other members are appointed by the Appointment Committee.

I. Budget

There shall be a committee composed of six tenured faculty members with rank of Association Professor or above who shall function as a College-Wide Budget Committee. This committee will function with the Vice President for Administration or his designated representative in the preparation of the budget, and they shall report directly to the Academic Senate on a regular monthly basis.

J. Curriculum

1. Duties

a. To make a continuing study of and to recommend educational policy.

b. To study and evaluate the curriculum and to recommend changes in the curriculum and in degree requirements.

2. Membership

There shall be one member elected by each academic department of the college, plus the Dean of Instruction or his designee, who shall be a permanent member of the committee.

K. Department Chairmen

1. Duties

To engage in evaluation and recommendation concerning departmental structure, liaison between administration and departments and other areas of college policy.

2. Membership

The Dean of Instruction, the Chairman of the Academic Senate and all Department Chairmen.

L. Educational T. V. and Radio

1. Duties

Recommend policy on utilization of educational T. V. and radio.

2. Membership

The Dean of Instruction or his designee with additional appointments by the Appointment Committee.

M. Evaluation of Chairmen

Department Chairmen shall be evaluated in a three year cycle, so that every Department Chairman, beginning with those who have served longest and have never been reviewed, shall be evaluated once every three years. Evaluations shall be done by a committee to be constituted as follows:

The Dean of Instruction or his designated representative and five elected faculty members, two of whom must be department Chairmen. One Department Chairman and one faculty member shall be elected as alternate and in no case shall a member of a department evaluate the Chairman of that department.

The committee shall meet with all members of the department of the Chairman concerned as well as with any other individuals it deems appropriate. It shall, within four weeks of the onset of its deliberations upon a particular Chairman, file a written report and recommendation with the Dean of Instruction. A majority decision of the committee will be implemented by the Dean of Instruction. The decision of the committee will be subject to the appropriate grievance procedure.

By a two-thirds vote of the department or at the request of the Dean of Instruction, the Evaluation Committee shall evaluate a Chairman out of cycle. This evaluation shall commence within four weeks of the request. However, no such evaluation may be requested during the first semester of his service as Chairman.

N. Library

1. Duties

a. To study and recommend policies governing the purchase of printed materials by the library.

b. To study and recommend policies governing the development and utilization of the library and of library facilities.

2. Membership

The Director of the Library or his designee shall be a permanent member of this committee. All other members representing each of the academic departments and the student body are appointed by the Appointment Committee.

O. Media Resources

1. Duties

a. To study and recommend policies governing the purchase of non-literary items by the Media Resources Center.

b. To study and recommend policies governing the development and utilization of the Media Resources Center and Media facilities.

2. Membership

The director of the media function shall be a permanent member of this committee. All other members are appointed by the Appointment Committee.

P. Professional Practices

1. Duties

This committee shall serve as a channel to improve and maintain the spirit of academic freedom and integrity. In this role, the committee is to serve as a vehicle for the expression of individual and collective grievances of faculty members. (See Appendix 2)

2. Membership

The committee shall be composed solely of five faculty members and one faculty alternate, all of whom must be tenured and shall be elected by the faculty. The five faculty members and alternate shall be elected by the faculty at a meeting to be held in June.

Q. Promotion and Tenure

The committee on Promotion and Tenure shall be responsible for:

a. Developing and reviewing criteria for promotion and tenure.

b. Receiving and evaluating applications for promotion and tenure.

c. Forwarding a report of their recommendations to the President who shall so inform the Board of Trustees at its next regularly scheduled meeting.

ADMINISTRATIVE OBSERVATION OF THE EDUCATIONAL PROCESS (cont'd.)

process of the college. Visitation of these classes will be at a time mutually agreed upon by the instructor and the Dean. No faculty member shall be observed for more than one class period in any one academic year by the Dean of Instruction or his designated representative.

DEPARTMENT CHAIRMEN

1. Appointment

When a chairmanship becomes available, for whatever reasons, the following steps will be taken:

The Chairman of the departmental Personnel and Budget Committee shall call a meeting of all members of the department for the purpose of selecting their choice for Department Chairman. If agreement is reached by two-thirds of the members of the department, their choice shall be forwarded in writing by the Committee Chairman to the Dean of Instruction for recommendation to the President.

If there is disagreement between the department and the Dean and/or President, and consultation does not resolve the matter, it shall be subject to the appropriate grievance procedure. In no case shall anyone be appointed to fill a vacancy who has not received a favorable recommendation from the department selection committee. Failing in the required degree of unanimity within the department, the college will seek applications from outside Nassau Community College. A committee of the Dean of Instruction and three elected members of the department will serve as a screening committee to propose candidates to the President, in whom the power to appoint resides.

The committee on Promotion and Tenure shall consist of a Dean appointed by the President and nine (9) faculty members and two (2) alternates, each of whom must be from different departments, and at least one but not more than two shall be from the professional faculty, all of whom must have tenure. Only faculty members from those categories eligible to sit in the Academic Senate may be elected to the committee on Promotion and Tenure.

All members will serve staggered two-year terms and may be reelected only once. The committee shall convene and elect its Chairman before the end of the Spring semester.

In the event a member of the Promotion and Tenure Committee resigns or otherwise leaves vacant an unexpired term of office, the procedure for replacement shall follow precisely the same method used in the election of the member being replaced. No member of the faculty shall sit on the Promotion and Tenure Committee during the time he is applying for promotion.

The committee shall receive and consider for action recommendations from the departmental Personnel and Budget Committee and the department Chairman which may contain a minority report originating with the departmental Personnel and Budget Committee.

The committee shall determine that each department's recommendations are accurate and meet the criteria set forth herein.

In the event there is a disagreement between the Personnel and Budget Committee and the departmental Chairman or a minority report, the Promotion and Tenure Committee shall do whatever it deems necessary to determine whether the applicant is deserving of promotion and/or tenure. If there is not unanimous agreement on the application, the applicant and representatives of the Personnel and Budget Committee and the departmental Chairman shall be interviewed before any decision is made regarding the application for promotion and/or tenure.

A grievance against the Promotion and Tenure Committee on matters of promotion can only be on alleged improper procedure and/or violations of contractual obligations. If the complainant alleges that one of these has occurred, he may appeal to the neutral third person on the Grievance Committee who will review the case in executive session and render a final and binding decision as to the appropriateness of a full grievance hearing. The decision of the Grievance Board to accept or reject a formal hearing shall be made within 24 hours of its initial inquiry. Insofar as is possible, no other promotion candidate shall have his privacy compromised as a result of a grievance.

Matters involving penalties imposed by the Promotion and Tenure Committee after evaluation and review, however, shall be subject to the grievance procedure without reference to the limitations listed above.

R. Sabbatical Leave

The Sabbatical Leave Committee shall be responsible for:

a. Reviewing criteria for sabbatical leave.

b. Receiving and evaluating applications for sabbatical leave.

c. Forwarding a report of their recommendations to the President, who shall inform the Board of Trustees at its next regularly scheduled meeting of the leaves approved by the Sabbatical Leave Committee.

The Sabbatical Leave Committee shall consist of a Dean appointed by the President and five (5) additional members of the faculty who shall be tenured and hold the rank of Associate Professor or above. There shall be a first and a second alternate according to the number of votes each has received. Only faculty from those categories eligible to sit on the Academic Senate may be elected to the Committee on Sabbaticals. Any Dean may meet with the committee. All members will serve staggered two-year terms

and may be reelected only once. The committee shall convene and elect its Chairman before the end of the Spring semester. In the event a committee member resigns or otherwise leaves vacant an unexpired term of office, he shall be replaced by the first alternate who then becomes a permanent member of the committee. In the event of a second vacancy, it shall be filled by the second alternate in the same manner.

S. Scholarship Awards and Student Aid

1. Duties

a. To study and recommend to the Academic Senate policies consistent with donor wishes governing the granting of scholarship awards, student loans and other assistance.

b. To recommend to the Senate students and applicants for admission who are found worthy of scholarship awards similar grants on the basis of academic achievement, valuable participation in co-curricular activities, or financial need and to announce the dates fixed for receipt of applications for aid.

2. Membership

The director of the financial aid function shall be a permanent member of this committee. All other members are appointed by the Appointment Committee.

T. Student Activities

1. Duties

To study and recommend policies with regard to student activities in those areas properly falling within the jurisdiction of the Academic Senate.

2. Membership

The Director of Student Activities or his designee shall be a permanent member of this committee. All other members are appointed by the Appointment Committee.

U. Student Publications

1. Duties

To act as a consultative and investigative body in the area of student publications.

2. Membership

All faculty advisors to student publications shall be included among the members of this committee, but the membership shall not be limited to them. All other members are appointed by the Appointment Committee.

Article X AMENDMENTS

Amendments to the By Laws of the Academic Senate must be passed by a majority vote of the Academic Senate and ratified by a two-thirds vote of those present and voting at a faculty meeting at which a quorum is present.

Article XI REVERSAL OR ENDORSEMENT OF ACADEMIC SENATE ACTION

The faculty may reverse an action of the Academic Senate by a two-thirds vote of those present and voting at a faculty meeting at which a quorum is present. Only faculty from those categories eligible to sit in the Academic Senate may vote on matters concerning action of the Academic Senate. A proposal for reversing a specific action of the Academic Senate may only be initiated by a petition signed by at least ten percent of the

faculty members, in which case the Executive Committee must within ten days request the President to cali a faculty meeting. This petition must be filed with the Executive Committee of the Senate and the President of the college within nine working days after the specific action has been taken.

Article XII PARLIAMENTARY AUTHORITY

In matters of procedure not covered by the above provisions, the Academic Senate shall be guided by Robert's Rules of Order (latest revision).

Article XIII JURISDICTION

In any case of conflict, the By Laws of the Academic Senate are subordinate to the terms and provisions of the current contract.

Appendix I

Policy Guidelines for Standing Committees

1. The Vice-Chairman of the Senate shall receive copies of each of the following: minutes and attendance (including lists of those absent or excused) of each meeting, notices of forthcoming meetings, resolutions which a committee wishes to present to the Senate, and special communications concerning committee problems as the need may arise.

2. Priority in the use of clerical assistance in the Senate office is normally assigned to Executive Committee business, but any member of the Executive Committee may waive this to expedite a request by a committee Chairman.

3. If a faculty member wishes a matter to be considered by the Senate, the normal order of procedure is for the Senator of the respective department to inform the Executive Committee, which will then assign the matter to the appropriate committee for discussion and recommendations.

4. A report from a committee to the Senate must be made personally by either the Chairman or the Secretary of the committee. If neither of these officers is present, the report will have to be placed on the agenda of a subsequent meeting.

5. Meetings of committees should be held at least once a month, and minutes should be distributed within a week of the meeting by the Secretary of the committee.

6. Absence of a member from two meetings will normally lead to a request for resignation. After informing the member of delinquency in attendance, the committee Chairman, at his discretion, will forward such request to the Chairman of the Appointments Committee in the case of appointive committees, or to the appropriate department in the case of committees composed of representatives chosen by each department.

7. Unless restricted contractually or in these By Laws, students shall be given the opportunity to comprise no less than 20% of the membership of all standing committees.

Appendix 2

Grievance Procedure

Section I Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between members of the faculty at Nassau Community College is essential to the operation of the college, it is the purpose of this procedure to secure, at the lowest possible level, equitable solutions to alleged grievances of faculty through procedures by which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which members of the faculty are afforded adequate opportunity to dispose of their differences.

Section II Definitions

2.1 The term "faculty" shall mean all members of the faculty as defined in the contract and Faculty Code.

2.2 The term "grievance" shall mean any complaint by any faculty or group of faculty against any faculty or group of faculty based upon an alleged violation, misinterpretation or inequitable application of any of the provisions of the Faculty Code.

2.3 The term "grievance" may also mean an alleged violation, misinterpretation or misapplication of written or established policies, rules, by laws, regulations, directions, orders, etc., or procedures governing and affecting employees which arise out of the day-by-day work environment, and not from causes covered by the work contract.

2.4 The term "Professional Practices Committee" shall refer to a committee created and constituted by the Academic Senate to process grievances arising from alleged breaches of academic freedom and/or professional practices and procedures.

Section III Procedures

Stage 1 Any member of the faculty who has a grievance shall attempt to resolve said grievance through informal discussions and collaboration with the party or parties committing the alleged grievance and all other relevant individuals. All parties to the grievance shall present their views and all attempts shall be made to resolve said grievance to the mutual satisfaction of all parties. If no resolution has been obtained within ten working days after the grievant's presentation, the grievant may continue to the next stage.

Stage 2 The grievant shall present his grievance in writing to the Chairman and the Personnel and Budget Committee of the appropriate department. If the grievance is not of a departmental nature, the grievance shall be submitted to the President and the Executive Committee of the Academic Senate. The written notice of grievance shall contain the following information:

a. The name and position of the aggrieved.

b. The policies, procedures and section of the Faculty Code involved in said grievance.

c. The time and place where the alleged events or conditions constituting the grievance existed.

d. The identity of the party or parties responsible for causing the said events or conditions if known to the aggricved party.

e. A general statement of the nature of the grievance.

f. The nature of the redress sought by the aggrieved party.

If the grievance is not satisfactorily resolved within five (5) working days after the written presentation, the Chairman and Personnel and Budget Committee involved, or the alternate group in a non-departmental grievance shall communicate written justification of that decision to the grievant and/or his representative.

Stage 3 If the grievance has not been resolved as outlined in Stage 2, the grievant shall present his grievance in writing to the Professional Practices Committee of the Academic Senate. The appeal shall be in writing and shall set forth the same information as in Stage 2 in addition to a statement indicating:

a. That the grievance was presented but not resolved at a lower level.

b. A request that a determination be made by the Professional Practices Committee.

The Professional Practices Committee shall set a hearing date within five (5) working days of the receipt of a grievance and the grievant, his representative and all members of the Professional Practices Committee shall be notified of such hearing at least two (2) working days before the date of such hearing. At the hearing the grievant and/or his representative and all relevant parties to the grievance may appear and present oral and/or written statements either directly or through witnesses. The determination of the grievance shall be made by the Professional Practices Committee who shall communicate that decision in writing, together with the supporting reasons, to the grievant within five (5) working days after completion of the hearing.

Stage 4 If the grievance has not been resolved as outlined in Stage 3, the grievant shall have the right to appeal the decision to a panel consisting of one member of the faculty to be elected by the Academic Senate, one administrator to be appointed by the President, and a third member to be chosen by the aforementioned. This third member must be mutually agreed to by the other two members. If agreement cannot be reached, the third member will be selected from the New York Mediation Board or the American Arbitration Association. The appeal shall be in writing and shall set forth the same information as in Stage 2, in addition to a general statement indicating that the grievance was presented but not resolved by the Professional Practices Committee.

The decision of this panel, which shall be in writing to the grievant and to the Professional Practices Committee no later than fourteen (14) days after the close of the hearing, shall set forth their findings of fact, conclusions and order which shall be final and binding on all parties.

Section IV Appendix

1. All grievances at all stages shall be kept private except at the request of the grievant. At all stages of the grievance procedure the grievant shall have the right to require the custodian of all relevant records to produce them at the grievant's request. The Professional Practices Committee in Stage 3 and the panel in Stage 4 shall have the power and the obligation to subpoena all records upon the written demand of the grievant.

2. In the case of a simultaneous grievance on the same issue where the alleged grievance is a violation of the contract and a violation of the Faculty Code, the grievant must choose to follow one of the two available grievance procedures. The aggrieved may not maintain two separate grievance procedures on the same issue nor can he revert to one if the other renders a decision not favorable to the aggrieved.

3. Every member of the faculty shall have the right to present grievances in accordance with these procedures.

4. The preparation and processing of grievances shall be conducted during the hours of employment, where practicable. When such hearings or conferences are held during class or working hours, all employees whose presence is requested shall be excused for that purpose without loss of payment from Nassau Community College.

5. The failure of any individual or group of individuals to communicate their decision in writing to the grievant within the proper time limits shall permit the grievant to proceed to the next stage in the grievance procedure.

6. The failure of the grievant to appeal a decision to the next higher stage within the proper time limits shall constitute withdrawal and bar further action on the grievance.

7. All documents, communications and records dealing with the process of a grievance shall be filed separately from the personnel files of all participants. Such documents, communications and records may be released only upon written request of the aggrieved.

8. If a grievant has a grievance he wishes to discuss without recourse to this procedure he is free to do so. However, the Academic Senate will not formally participate in the proceedings and the adjustments shall not be binding on either the Academic Senate or the college.